

The Gazette



of India

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No. 4] NEW DELHI, SATURDAY, JANUARY 23, 1954

NOTICE

The undermentioned Gazettes of India Extraordinary were published upto the 16th January 1954 :—

Issue No.	No. and date	Issued by	Subject
10	S. R. O. 163, dated the 31st December 1953.	Election Commission, India.	Election Petition No. 283 of 1952.
11	S. R. O. 164, dated the 12th January 1954	Ministry of Railways	Terminal tax shall not be levied on persons travelling by Railway to and from certain stations in Uttar Pradesh.
12	S. R. O. 233, dated the 14th January 1954.	Ministry of Law	The Supreme Court (Decrees and Orders) Enforcement Order, 1954.

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of these Gazettes.

PART II—Section 3

Statutory Rules and Orders issued by the Ministries of the Government of India (other than the Ministry of Defence) and Central Authorities (other than the Chief Commissioners).

ELECTION COMMISSION, INDIA

New Delhi, the 13th January 1954

S.R.O. 236.—In exercise of the powers conferred by section 20 of the Representation of the People Act, 1951 (XLIII of 1951), as modified by the Representation of the People (Application to Part C States) Order, 1951, the Election Commission,

in consultation with the Chief Commissioner of Ajmer, hereby makes the following further amendment in its notification No. 62/17/51-Elec.II(2), dated the 22nd November, 1951, namely:—

"Amendment"

In the table appended to the said notification, for the existing entries relating to the Nasirabad and Beawar City North Constituencies, the following shall be substituted.—

1	2
Nasirabad	Sub Divisional Officer, Ajmer.
Beawar City North	Extra Assistant Commissioner and Sub Divisional Magistrate, Beawar."

[No. 155/17/54(2)/764.]

S.R.O. 237.—In exercise of the powers conferred by sub-section (1) of section 22 of the Representation of the People Act, 1951 (XLIII of 1951), as modified by the Representation of the People (Application to Part C States) Order, 1951 the Election Commission hereby makes the following amendment in its notification No. 62/17/51-Elec.II(4), dated the 22nd November, 1951, namely:—

"Amendment"

In the table appended to the said notification, for the entries in column 2 relating to the entries in column 1 of the Schedule below, the corresponding entries in column 2 of the said Schedule shall be substituted:—

SCHEDULE

1	2
Ajmer I (South West)	Tchsildar, Ajmer.
Ajmer II (East)	Deputy Director of Food and Civil Supplies, Ajmer.
Ajmer III (Kala Bagh)	Deputy Director of Food and Civil Supplies, Ajmer.
Ajmer IV (Town Hall)	Deputy Director of Food and Civil Supplies, Ajmer.
Ajmer V (Naya Bazar)	Tchsildar, Ajmer
Ajmer VI (Dhai -Din-Ka-Jhopra).	Tchsildar, Ajmer.
Jethana	Tchsildar, Ajmer.
Pushkar South	Tchsildar, Ajmer.
Pushkar North	Tchsildar, Ajmer.
Nasirabad	Tchsildar, Ajmer.
Beawar City North	Tchsildar, Beawar.
Beawar City South	Tchsildar, Beawar.
Shamgarh	Tchsildar, Beawar.
Masuda	Tchsildar, Beawar.
Nayanagar	Tchsildar, Beawar.
Jawaja	Tchsildar, Beawar.
Todgarh	Tchsildar, Beawar."

[No. 155/17/54(4)/770.]

By order,

P. N. SHINGHAL, Secy.

MINISTRY OF HOME AFFAIRS

New Delhi, the 13th January 1954

S.R.O. 238.—The following amendments to the Andaman and Nicobar Islands Police Regulations made partly by the Central Government and partly by the Inspector General of Police of the Andaman and Nicobar Islands in exercise of the powers respectively conferred on them by the Police Act, 1861 (V of 1861), are hereby notified for general information:—

For rule 2.3 of the said Regulations the following rule shall be substituted, namely:—

2.3—*Travelling allowance.*—All police officials including the upper subordinates when travelling on duty beyond a radius of 5 miles but within a radius of 20 miles from their headquarters' stations are entitled to the actual cost of conveyance, namely, bus fares, for journeys performed by them in the interests of public service. Members of the Force proceeding on duty outside the radius of 20 miles will be entitled to travelling allowance in accordance with the provisions of the Supplementary Rules.

[No. 45/6/53-AN.]

N. SAHGAL, Dy. Secy.

New Delhi, the 13th January 1954

S.R.O. 239.—In exercise of the powers conferred by Section 11 of the Salaries and Allowances of Ministers Act, 1952 (LVIII of 1952), the Central Government hereby directs that the following amendment shall be made in the rule published with the notification with the Government of India in the Ministry of Home Affairs No. 18/37/52-Public dated the 5th September 1952, namely:—

For the proviso to the said rule, the following proviso shall be substituted, namely:—

“Provided that in respect of tours undertaken by Deputy Ministers in the discharge of their official duties, in lieu of the rules and orders referred to above, the rules and orders for the time being in force regulating the grant of travelling allowance and daily allowance to Secretaries to the Government of India shall regulate and be deemed to have regulated the grant of such allowances to Deputy Ministers subject to the modification that Deputy Ministers shall be entitled to daily allowance at the maximum rate.

[No. 18/37/52-Pub.]

New Delhi, the 19th January 1954

S.R.O. 240.—In exercise of the powers conferred by clause (2) of article 77 of the Constitution, the President hereby directs that the following further amendment shall be made in the notification of the Government of India in the Ministry of Home Affairs, No. S. R. O. 167, dated the 19th June 1950, namely:—

After item (9) of the said notification, the following item shall be inserted, namely:—

“(10) in the case of orders and other instruments relating to the President's Secretariat, by the Secretary to the President, Deputy Secretary to the President or Under Secretary in the office of the Secretary to the President.”

[No. 34/19/53-Public.]

FATEH SINGH, Dy. Secy.

MINISTRY OF FINANCE

New Delhi, the 8th January 1954

S.R.O. 241.—In exercise of the powers conferred by the proviso to article 309 and clause (5) of article 148 of the Constitution, the President after consultation with the Comptroller and Auditor General of India, hereby directs that the

following further amendments shall be made in the General Provident Fund (Central Services) Rules, namely:—

In paragraph 2 of the Fifth Schedule to the said Rules:—

- (a) for the words and figures “Heads of Departments whose names appear in Appendix No. 14 to the Supplementary Rules, not including any authority which a Chief Commissioner may declare to be a Head of a Department”, the following shall be substituted, namely:—

“Authority declared by the Central Government to be the head of a Department under clause (10) of rule 2 of the Supplementary Rules, but not including any authority declared to be the Head of a Department by a Chief Commissioner”;

- (b) after the entry relating to “The Civil Surgeon, Ajmer”, the following entry shall be inserted, namely:—

“The Military Secretary to the President”.

[No. F28(1)-EV/53]

S.R.O. 242.—In exercise of the powers conferred by the proviso to article 309 and clause (5) of article 148 of the Constitution, the President, after consultation with the Comptroller and Auditor General of India, hereby directs that the following further amendments shall be made in the *Contributory Provident Fund Rules (India)*, namely:—

In paragraph 2 of the Fifth Schedule to the said Rules:—

- (a) for the words and figures “Heads of Departments whose names appear in Appendix No. 14 to the Supplementary Rules, not including any authority which a Chief Commissioner may declare to be a Head of a Department”, the following shall be substituted, namely:—

“Authority declared by the Central Government to be the Head of a Department under clause (10) of rule 2 of the Supplementary Rules, but not including any authority declared to be the Head of a Department by a Chief Commissioner”;

- (b) after the entry relating to “The Civil Surgeon, Ajmer” the following entry shall be inserted, namely:—

“The Military Secretary to the President”.

[No. F. 28(1)-E. V/53.]

New Delhi, the 13th January 1954

S.R.O. 243.—In exercise of the powers conferred by the proviso to article 309, and in relation to persons serving in the Indian Audit and Accounts Department, also by clause (5) of article 148 of the Constitution, read with articles 313 and 372 thereof and paragraph 19 of the Adaptation of Laws Order, 1950, the President, after consultation with the Comptroller and Auditor General as regards the persons referred to above, hereby directs that the following further amendments shall be made in the Fundamental Rules, namely:—

“In the said Rules—

- (1) in sub-rule (2) of rule 91, after the words ‘drawn in rupees’, the words ‘in India’ shall be inserted;
- (2) sub-rule (3) of rule 91 shall be omitted.”

[No. F. 7(55)-Est. IV/53.]

C. B. GULATI, Dy. Secy.

RESERVE BANK OF INDIA

Central Office

Bombay the 11th January 1954

S.R.O. 244.—In pursuance of the notification of the Government of India in the Ministry of Finance, No. S.R.O. 401, dated the 24th March, 1951, the Reserve Bank of India hereby permits any person to bring into the States from Nepal, silver coins current in Nepal upto the value of Nepalese Rs. 20 at any one time.

[No. F.E.R.A. 123/54-R.B.]

B. RAMA RAU, Governor.

MINISTRY OF FINANCE (REVENUE DIVISION)

CORRIGENDUM

New Delhi, the 15th January 1954

S.R.O. 245.—In the notification of the Government of India in the Ministry of Finance (Revenue Division) No. S.R.O. 2373, dated the 26th December, 1953, published at page 3585 of the Gazette of India, Part II, Section 3, dated the 26th December, 1953, for serial Nos. 36 and 37 read serial Nos. 37 and 38 respectively.

[No. 10.]

CUSTOMS

New Delhi, the 23rd January 1954

S.R.O. 246.—In exercise of the powers conferred by Section 19 of the Sea Customs Act, 1878 (VIII of 1878), the Central Government hereby prohibits the bringing into India by land or sea of all varieties of beans whether whole, de-husked, broken or in the form of flour) containing more than 20 parts of hydro-cyanic acid per million.

[No. 12.]

S.R.O. 247.—In exercise of the powers conferred by sub-section (1) of section 3 of the Land Customs Act, 1924 (XIX of 1924), and in supersession of the notification of the Government of India in the Ministry of Finance (Revenue Division), No. 97-Customs, dated the 23rd December 1953, the Central Government hereby directs that the following further amendment shall be made in the Government of India, Ministry of Finance (Revenue Division), Notification No. 55-Customs, dated the 24th July 1951, namely:—

In the said notification for the words "the Collectors of Central Excise, Delhi, Calcutta, Patna, Shillong, Madras, Bombay and Baroda to be Collectors of Land Customs in their respective jurisdictions" the words "the Collectors of Central Excise, Delhi, Calcutta, Patna, Shillong and Madras to be Collectors of Land Customs in their respective jurisdictions; the Collector of Central Excise, Bombay to be Collector of Land Customs in his jurisdiction and for the whole of the area lying to the south of the river Narbada in the State of Bombay falling under the jurisdiction of the Collector of Central Excise, Baroda; and the Collector of Central Excise, Baroda, to be Collector of Land Customs for the whole of the area in his jurisdiction other than the area lying to the south of the river Narbada in the State of Bombay" shall be substituted.

[No. 13.]

A. K. MUKARJI, Dy. Secy.

CUSTOMS

New Delhi, the 23rd January 1954

S.R.O. 248.—In exercise of the powers conferred by Section 23 of the Sea Customs Act, 1878 (VIII of 1878), the Central Government hereby directs that the following further amendment shall be made in the notification of the Government of India in the Finance Department (Central Revenues) No. 33-Customs, dated

the 22nd June, 1935, relating to the exemption of certain goods from customs duties or part thereof, namely:—

In the said notification, in Schedule I—Import Duties, under the head “A-General”, for the entries in column 2 against serial No. 27, the following entry shall be substituted, namely:—

“Articles of British Manufacture included in items 63(2)(a), 63(6), 63(12)A, 63(12)B, 63(15), 63(17), 63(19)(a), 63(20), 63(21)A(b), 63(21)B(b), 63(21)D, 63(21)E, 63(21)F and 63(31) of the First Schedule to the Indian Tariff Act, 1934 (XXXII of 1934)”.

[No. 11.]

E. RAJARAM RAO, Joint Secy.

REGISTRAR OF JOINT STOCK COMPANIES

NOTICES

Nagpur the 26th December 1953

UNDER SECTION 247(3) OF THE INDIAN COMPANIES ACT VII OF 1913

S.R.O. 249.—In pursuance of Section 247(1) & (2) of the Indian Companies Act, VII of 1913 two letters were sent on 7th February, 1953 and 20th October, 1953, respectively to the Managing Agents, Modern Printing & Litho Works Ltd. Ghat Road, Nagpur 2, from my office enquiring whether the said company was carrying on business or was in operation, but no replies were received to them. I, therefore, hereby give notice that the name of the said company will be struck off from the register of companies kept in my office and that the company will be dissolved at the expiration of three months from the date of this notice unless the company shows cause to the contrary.

[No. 750-B/52.]

S.R.O. 250.—Whereas I have received information from Shri M. W. Samudra, B.Sc., LL.B., Advocate and Director, “Kaskurao Limited,” Akola, that the Company ‘Kaskurao Limited,’ Akola, is not in operation and is not carrying on any business, I in accordance with sub-section 3 of Section 247 of the Indian Companies Act, VII of 1913 hereby give notice that the name of the said Company will be struck off from the register of companies kept in my office and the Company will be dissolved at the expiration of three months from the date of this notice unless the said company shows cause to the contrary.

[No. 355-C/53.]

B. G. GHATE,

Registrar, Joint Stock Companies, Madhya Pradesh.

Palghat, the 28th December 1953

In the matter of the Indian Companies Act, 1913 and Azeez and Company (India) Limited.

PURSUANT TO SECTION 247 (5)

S.R.O. 251.—With reference to the Notice dated 23rd September 1953 published on page 1251 of Part II of Fort St. George Gazette dated 30th September 1953 the above Company not having shown cause to the contrary within the time fixed, the name of the company has under section 247 (5) of the Indian Companies Act, 1913 been struck off the register.

S. CHELLAPPA GOWNDER, Asstt. Registrar
of Jt. Stock Companies, Palghat.

Madras, the 28th December 1953

In the matter of Indian Companies Act, 1913 and the Standard Publishers Limited.

PURSUANT TO SECTION 247(3) OF THE ACT.

S.R.O. 252.—Whereas pursuant to a communication addressed to the company under section 247(1) the managing director has reported that the company is not carrying on business:

And whereas it appears accordingly that The Standard Publishers Limited is not carrying on business or is not in operation:

Notice is hereby given pursuant to section 247(3) of the Indian Companies Act, 1913, that unless cause is shown to the contrary before the expiration of three months from the date of this notice, the name of the said company will be struck off the register and the said company will be dissolved.

Madras, the 2nd January 1954

In the matter of Indian Companies Act, 1913 and the Electrical Industries Limited.

PURSUANT TO SECTION 247(5)

S.R.O. 253.—With reference to the notice dated 17th August 1953, published on page 1133 of Part II of the Fort St. George Gazette, dated the 2nd September 1953, the above company not having shown cause to the contrary within the time fixed, the name of the company, has under section 247(5) of the Indian Companies Act, 1913, been struck off the register.

In the matter of the Indian Companies Act, 1913 and Guntur Vegetable Oil Industries Limited.

PURSUANT TO SECTION 172(2)

S.R.O. 254.—By an order dated the 14th day of September 1953 of the High Court, Madras, in O. P. No. 240 of 1952, the Guntur Vegetable Oil Industries Limited, was ordered to be wound up.

K. GOPAUL, Asstt. Registrar
of Joint Stock Companies, Madras City.

Masulipatnam, the 30th December 1953

DESTRUCTION OF RECORDS

S.R.O. 255.—Notice is hereby given that pursuant to the rules under the Destruction of Records Act, 1917, the documents and correspondence relating to the undermentioned companies registered under the Indian Companies Act, (VII of 1913), which were dissolved five years previous to the date of publication of this notice will be destroyed after three months from the date of publication of this notice.

Serial No. and the name of the company	Date of Registration	Act under which registered	Objects	Situation of office last recorded	Last Mg. Agent or Liquidator	Date of last document filed or registered. *Date of dissolution or date of becoming defunct
1. The Rural Trading Company Ltd.	21-3-42	VII of 1913	III. Trading & manufacturing (a) others to carry all business.	Atkur, Gannavarum Taluk Krishna District.	S.V. Subrahmanyam, Mg. Director, Atkur, Krishna Dt.	*14-11-46, List of members and summary made upto 15-3-46.
2. The National Construction Company, Ltd.	8-5-39	—do—	III. Trading & manufacturing (c) Engineering Construction sale or buildings.	17/12 Zymkhana Road Gandhinagar, Vijayavada.	K. Kutumba Rao, Mg. Director, Pothanur, West Godavari Dt.	*23-1-44, List of members and summary made upto 20-12-44.
3. The Family Aid Provident & Financing Corporation, Ltd.	1-8-40	—do—	I. Banking Loan & Insurance (b) Insurance.	16/47 Nageswara Rao Road, Salyanarayanaapuram Vijayavada.	D. V. Raghavayya ; K.S. Ramayya Mg. Agents, Gandhinagar, Vijayavada.	*6-12-44, Balancesheet as on 31-12-48.

K. RAGHAVA RAO NAIDU,

Asstt. Registrar of Joint Stock Companies, Krishna,
Masulipatnam.

Tirunelveli, the 30th December 1953

In the matter of Thiruasagam Textile Mills Limited

PURSUANT TO SECTION 247 (5)

S.R.O. 256.—With reference to the notice dated 9th September, 1953, published on page 1224 of part II of the Ft. St. George Gazette, Madras dated 23rd September, 1953, the above company not having shown cause to the contrary within the time fixed, the name of the company has under section 247(5) of the Indian Companies Act, 1913 been struck off the Register.

In the matter of Tirunelveli Jilla Agro Industries Ltd.

PURSUANT TO SECTION 247 (5).

S.R.O. 257.—With reference to the notice dated 9th September, 1953, published on page 1224 of part II of the Ft. St. George Gazette, Madras dated 23rd September, 1953, the above company not having shown cause to the contrary within the time fixed, the name of the company has under section 247(5) of the Indian Companies Act, 1913 been struck off the Register.

D. RAMANUJAM,

Assistant Registrar of Joint Stock Companies, Tirunelveli.

Eluru, the 31st December 1953

In the matter of the Indian Companies Act, 1913 and "The Coastal Industries Limited"

PURSUANT TO SECTION 247 (5)

S.R.O. 258.—With reference to the notice dated 29th September, 1953, published at page 1345 of Part II of Fort St. George Gazette dated 28th October, 1953, the above Company, not having shown cause to the contrary within the time fixed, the name of the Company has, under section 247(5) of the Indian Companies Act, 1913, been struck off the register.

A. STYANARAYANA,

Assistant Registrar of Joint Stock Companies, W.G.Dt.,
Eluru.

Cuddapah, the 2nd January 1954

DESTRUCTION OF RECORDS

S.R.O. 259.—Notice is hereby given that pursuant to the rules framed under the Destruction of Records Act, 1917 (Act V of 1917), the documents and correspondence relating to the undermentioned Companies registered under I. C. A. 1913 (Act VII of 1913) which was dissolved five years previous to the date of this notice [G. O. No. 1785-Home (Judicial), dated 27th July 1920] will be destroyed after three months from the date of publication of this notice.

1. Serial Number No. 3 of 1938-39.
2. Name of Company Sree Sarada Rayalaseema Films Ltd.
3. Date of registration 15th August 1938.
4. Act under which registered I.C.A. 1913 (Act VII of 1913).
5. Objects X Hotels, Theatres and entertainments Manufacturing Films.
6. Situation of registered office : No. 13/221. Yadalla Venkata Challam Street,
Cuddapah.
7. Names of last directors : (1) Kopparapu Subbaiah.
(2) Pullagura Sessaiah.
(3) Moola Lakshminarayanawamy.
(4) Vaddamari Chidamandam.
(5) Dalireddi Dasthagiri Reddy.
(6) Pasupuleti Govindarajulu.
(7) Sree Lakshminarayana & Co., Cuddapah,
Managing Agent.

DESTRUCTION OF RECORDS

S.R.O. 260.—Notice is hereby given that pursuant to the rules framed under the Destruction of Records Act, 1917 (Act V of 1917), the documents and correspondence relating to the undermentioned Companies registered under Indian Companies Act, 1913 (Act VII of 1913) which was dissolved five years previous to the date of this notice [G. O. No. 1785-Home (Judicial), dated 27th July 1920] will be destroyed after three months from the date of publication of this notice.

1. Serial Number No. I of 1942-43.
2. Name of Society The Vasundara Pictures Ltd.
3. Date of registration 17th May 1940.
4. Act under which registered I.C.A. 1913 (Act VII of 1913).
5. Objects X. Hotels -Theatres and entertainments Production of and dealing in films.
6. Situation of registered office
7. Names of last directors (1) Marriboyina Ramasubbaiah.
(2) Rao Saheb Pullagura Sessaiah.
(3) Garisa Ramireddy.

S. SANKARANARAYANA, Asstt. Registrar of
Joint Stock Companies, Cuddapah.

Kozhikode, the 4th January, 1954

S.R.O. 261.—Notice is hereby given pursuant to the Rules framed under the Destruction of Records Act, 1917 (Act V of 1917), that the documents and correspondence relating to the undermentioned companies registered under the Indian Companies Act, 1913 (Act VII of 1913), which were dissolved five years previous to the date of publication of this notice (G. O. No. 1785, Home, Judicial, dated 22nd July, 1920), will be destroyed after three months from the date of publication of this notice.

Name of company the documents of which are proposed for destruction	Date of Registra- tion	Act under which regis- tered	Objects of the com- pany	Situation of office last known	Last Mana- ging Agents, if known	Date of dissolu- tion under the Indian Compan- ies Act, 1913
Ice and Allied In- dustries, Ltd.	12-7-1948	Act VII of 1913.	Manufac- ture and sale of ice.	Court Road, Tirur.	Sri Mo- hammad Yousuff, Managing Director.	6-7-1953
Rice and Grains Im- porters' Corpora- tion, Ltd.	7-9-1946	do.	Dealers in rice, grains etc.	Robinson Road, Cali- cut.	Sri Shampi Soondardas, Managing Director.	20-7-1953
Timber Trade and Transport Trust, Ltd.	15-10-1946	do.	Timber mer- chants	Court Road, Calicut.	Sri P. J. Jacob, Direc- tor.	21-9-1953
Calicut Mercantile Co., Ltd.	18-11-1946	do.	Timber mer- chants	Court Road, Calicut.	Sri C. T. Eapen, Di- rector.	21-9-1953
South Indian Motors and Indus- tries, Ltd.	14-7-1947	do.	Dealers in motor cars, trucks etc.	Mootoli- kandi Road, Calicut.	Sri K. Suku- maran, Ma- naging Di- rector.	28-12-1953

K. K. SYED MOHAMMAD,
Asstt. Registrar of Joint Stock Companies, Kozhikode.

Hyderabad, the 4th January 1954

In the matter of Indian Companies Act, and in the matter of "the Tandur & Shahbad Stone Quarrying Co. Ltd.", Hyderabad.

SECTION 247(3)

S.R.O. 262.—Whereas the promoters and the Directors of Messrs. The Tandur & Shahbad Stone Quarrying Co. Ltd., Hyderabad, have represented to this office to the effect that the company has not been able to commence its business since its incorporation, it is hereby notified for general information that the name of the said company will, unless cause is shown to the contrary within three months from the publication of this notice, be struck off the Register and the company will be dissolved.

[No. 12.]

In the matter of the Indian Companies Act, 1913 (VII of 1913) and in the matter of the Dominion Hardware and Steel Corporation Ltd.

SECTION 247(3)

S.R.O. 263.—Notice is hereby given that, on the expiration of three months from the date hereof, the name of The Dominion Hardware & Steel Corporation Ltd., of Secunderabad, Hyderabad will, unless cause is shown to the contrary, be struck off the Register, and the Company will be dissolved.

[No. 8]

M. A. RASHEED,

Registrar Incharge, Joint Stock Companies, Hyderabad Deccan.

Visakhapatnam, the 4th January 1954

In the matter of the Indian Companies Act, 1913 and the Market Dayalbagh Stores Limited Vizianagaram.

PURSUANT TO SECTION 247(3)

S.R.O. 264.—Whereas the Secretary of the Market Dayalbagh Stores, Ltd., has stated that the company is not carrying on any business;

And whereas it appears accordingly that the Market Dayalbagh Stores, Ltd., is not carrying on business or is not in operation;

Notice is hereby given pursuant to Section 247(3) of the Indian Companies Act, 1913, that unless cause is shown to the contrary, before the expiration of three months from the date of this notice, the name of the said company will be struck off the Register and the said company will be dissolved.

N. NAGESALINGAM,

Asstt. Registrar of Joint Stock Companies, Visakhapatnam.

Mangalore, the 5th January 1954

In the matter of the Indian Companies Act, 1913 and of Sri Hejamadi Laxminarayana Industries Limited.

UNDER SECTION 172(2)

S.R.O. 265.—By an order made by the High Court of Judicature at Madras in the above matter, dated the 7th day of December, 1953, on the petition of Subba Champa in O. P. No. 292 of 1953 it was ordered that the said company be wound up by Court under the provisions of the Indian Companies Act.

K. S. RAO, Asstt. Registrar
of Joint Stock Companies, South Kanara.

Anantapur, the 5th January 1954

In the matter of the Indian Companies Act, 1913 and Nava Bharata Mutual Credit Company Limited, Anantapur.

S.R.O. 266.—Notice pursuant to Sec. 247(5) with reference to the notice, dated the 5th October, 1953 published on page 5 of Part II of Andhra Gazette, dated the 22nd October, 1953 pursuant to Sec. 247 (3) of the Indian Companies Act, 1913, the above Company not having shown cause to the contrary within the time fixed therein, the name of the Company has under Sec. 247 (5) of the Act, 1913 been struck off the Register.

G. N. REDDY,
Asstt. Registrar, Joint Stock Companies, Anantapur.

Coimbatore, the 6th January 1954

In the matter of the Indian Companies Act, 1913 and the Christian Welfare Association Ltd.

PURSUANT TO SEC. 247(3)

S.R.O. 267.—Whereas the several communications addressed to the above company remain unanswered;

And whereas it is seen that there has been no valid appointment of managers or managing agents of the company since 1951;

And whereas the Addl. Asst. Registrar of Joint Stock Companies, Coimbatore who visited the registered office of the company on the 22nd October, 1953 has reported that there was no trace of the company;

And whereas it appears accordingly that the Christian Welfare Association Limited is not carrying on business or is not in operation:

Notice is hereby given pursuant to Section 247 (3) of the Indian Companies Act, 1913, that unless cause is shown to the contrary before the expiration of three months from the date of this notice, the name of the said company will be struck off the register and the said company will be dissolved.

Coimbatore, the 9th January 1954

DESTRUCTION OF RECORDS

S.R.O. 268—Notice is hereby given that pursuant to the rules framed under the Destruction of Records Act, 1917 (Act V of 1917) the documents and correspondence relating to the undermentioned companies registered under the Indian Companies Act, 1913 (Act VII of 1913) which were dissolved five years previous to the date of publication of this Notice [G. O. No. 1785 Home (Judicial) dated 22nd July 1920] will be destroyed after three months from the date of publication of this Notice.

Serial No.	Name of Company the documents and correspondence of which are proposed for destruction	Date of registration	Act under which registered	Object of the Company	Situation of office last recorded.	Last managing agents, if known.	Date of dissolution under the I.C.A.
1	2	3	4	5	6	7	8
1.	Deepdale Estates Limited	24-7-39	Act VII of 1913	Tea and other planting.	4/33, Race Course, Coimbatore.	T. Stanes & Co. Ltd.	21-1-48
2.	Jewel Pictures Ltd.	29-6-40	Do.	Hotels, Theatres and Entertainments, Cinema business.	23/259, Vysyal Street, Coimbatore.	Mr. S. Kuppuraj .	10-2-48
3.	Wakefield Estates Ltd.	23-12-46	Do.	To plant tea, coffee etc.	Wakefield Bungalow, Ooty Othalar Road, Ootacamund.	M/s. Nilgiri Planters, Syndicate.	10-2-48
4.	Varadaraja Mills Ltd.	3-3-34	Do.	Ginning of cotton etc.	S.F. No. 559 (No. 2/1) Kongunagar, Tirupur.	Mr. L. R. Govindaswami Naidu.	17-2-48
5.	Varadaraja Ginning & Rice Mills Ltd.	14-4-34	Do.	Cotton ginning, pressing, baling, etc.	Do.	Do.	17-2-48
6.	Agricultural Improvements Ltd. .	4-12-46	Do.	Acquisition and development of Estates, Lands and Buildings.	Sikar Venkatatami Naidu's premises, Gomangalampudur, Gomangalam, P.O. Pollachi Taluk.	Mayura Priya & Co.	27-4-48

7.	Vijaya Corporation Ltd.	6-11-35	Do.	Mills and Presses, Rice Mill business.	9/58, Ponnuram Road, R.S. Puram, Coimbatore.	Mr. A. Ramaswamy Naidu.	Do.
8.	M. R. Perumal Pillai & Co. Ltd. . .	30-1-47	Do.	General merchants .	Brooklands Estate, Coonoor Village, Coonoor P.O. (Nil- giris).	Mr. K.A. Thomas .	Do.
9.	Srinivas Industries Ltd.	16-12-46	Do.	Mechanical and Electrical Engi- neers.	D. No. 103, Trichy Road, Oondipu- thur, Singanailur P.O.	M/s. K. Krishnana Naidu & Co.	Do.
10.	Kotagiri Coonoor Service Ltd. . . .	18-4-40	Do.	Conveying passen- gers and goods in motor cars.	"Lawrance Buildings" Block No. 460, Kothagiri.	Mr. K. N. Bella Gowder.	1-10-1948
11.	Kotagiri Mettupalayam Service Ltd. .	30-5-40	Do.	Do.	Miss. L. K. Johns- tone Building D. 65A/1A/7, Church Road, Kota- giri.	Do.	Do.
12.	Blue Mountain Service Ltd.	4-2-41	Do.	Do.	S. No. D. 7 Sultan- hall Buildings, Bazaar Street, Kotagiri.	Mr. S. Basura Chet- tiar.	Do.
13.	Veera India Southern Nad Union Ltd.	21-7-47	Do.	Cultivation of tea, Coffee, Cinchona etc.	Site No. 568, Tata- abad, Cross Cut Road, Coimbatore.	Sree Krishna and Company.	13-7-1948
14.	Kanjappalli Sri Ganesa Sahaya Nidhi Ltd.,	1-11-1919	Do.	Banking & Loan.	Kaliappa Gounder's House, Nariampalli h/o. Ramanatia- puram, Avanashi Taluk.	Sri Kaliappa Goun- der, Liquidator.	Do.
15.	Encinada Planters Co. Ltd.	25-6-46	Do.	Acquisition of Estates, Lands etc.	Encinada Estate, Balacola Village, Kilkundah P.O. Ootacamund, Taluk.	Sri H. G. Muthia Gowder.	3-8-48

1	2	3	4	5	6	7	8
16.	St. Japamalai Madha Mills Ltd.	18-7-46	Act VII of 1913	Spinning and Weaving of cotton.	S. No. 97, in the building situated on the Karanam-pettai, Annur Road, in the village of Marianallur, Somanur P. O. (Coimbatore Dt.)	M/s. M. A. P. M. Anthonimuttur Chettiar & Co.	14-12-48
17.	Dickland Estates Ltd.	10-7-46	Do.	Acquisition of Estates Lands etc.	Dickland Estates, Balacola Village, Melur P.O. Ootacamund Taluk.	Sri B. Nanderi Gowder.	21-9-48
18.	Modern Agriculture & Industries Ltd.	16-10-47	Do.	Agriculture.	Premises of P. S. Govindarajulu Naidu, Goman-galampudur, Gomangalam P. O. Pollachi Taluk.	M/s. Palaniandavar & Co.	26-10-48
19.	Padma & Co. Ltd.	25-1-38	Do.	Brokers and Commission Agents.	"Padmalaya" Telugu Brahmin Street, Coimbatore.	Sri C. P. Hariachar	23-11-48

R. SRINIVASAN,
Asstt. Registrar of Joint Stock Companies, Coimbatore.

Trivandrum, the 6th January 1954

In the matter of the Indian Companies Act, VII of 1913 and in the matter of The St. Mary's Insurance and Banking Company Ltd. (In liquidation)

S.R.O. 269.—Whereas from the fact that communications addressed to the Liquidator of the above Company are returned undelivered by the Postal authorities with remark 'Addressee expired', it appears that no liquidator is acting, it is hereby notified under Section 247(4) of the Indian Companies Act, VII of 1913 that at the expiration of three months from the date of this notice the name of the Company will, unless cause is shown to the contrary, be struck off the Register and the Company will be dissolved.

Trivandrum, the 8th January 1954

In the matter of the Indian Companies Act, VII of 1913 and in the matter of The Trades and Industries Ltd.

S.R.O. 270.—It is hereby notified that the Company mentioned above is this day struck off the Register under sub-section 5 of Section 247 of the Indian Companies Act, VII of 1913 and it is dissolved.

Trivandrum, the 9th January 1954

In the matter of the Indian Companies Act, VII of 1913 and in the matter of The Indian Produce Marketing Co. Ltd. (in liquidation)

S.R.O. 271.—Whereas from the fact that communications addressed to the Official Liquidator of the above Company remain unanswered it appears that the Liquidator of the said Company is not acting, it is hereby notified under Section 247(4) of the Indian Companies Act, VII of 1913 that at the expiration of three months from the date of this notice the name of the said Company, will, unless cause is shown to the contrary, be struck off the Register and the Company will be dissolved.

Trivandrum, the 12th January 1954

PURSUANT TO SECTION 247(5)

S.R.O. 272.—It is hereby notified that the Companies noted below are this day struck off the Register, under sub-section 5 of Section 247 of the Indian Companies Act, VII of 1913 and they are dissolved.

1. The South Indian Trades Ltd., Trivandrum.
2. Sree Narayana Memorial Tile Works Ltd., Karunagapally.
3. Constructional Engineers Ltd., Trivandrum.
4. Always Industries Ltd., Kunnathunad.
5. Alfred and Company Ltd., Devicolum.
6. The Kerala Corporation Ltd., Kottayam.
7. Southern Agricultural Corporation Ltd., Neyyattinkara.
8. The Perinad Economic Bank Ltd., Perinad.
9. Cardamon and Hill Produce Auctioneers Ltd., Kottayam.
10. Sree Subhananda Motors Ltd., Mavelikara.
11. The Syrian Church Revival Movement, Thiruvalla.

P. J. VERGHESE,

Registrar of Joint Stock Companies, Travancore-Cochin.

Jaipur, the 8th January 1954

In the matter of the Indian Companies Act, VII of 1913 and of the Bharat Marketing Co. Ltd., Jaipur.

S.R.O. 273.—Notice is hereby given pursuant to Section 247 of the Indian Companies Act VII of 1913, that at the expiration of three months from the date hereof the name of Messrs. Bharat Marketing Co. Ltd., Jaipur will, unless cause is shown to the contrary be struck off the Register and the said company will be dissolved.

[No. 129-JP-78/JSC.]

R. P. BHARGAVA,

Registrar, Joint Stock Companies, Rajasthan, Jaipur.

Bombay, the 8th January 1953

In the matter of the Indian Companies Act VII of 1913 and of the National Finance Corporation Limited.

S.R.O. 274.—Notice is hereby given pursuant to Sub-Section (5) of Section 247 of the Indian Companies Act VII of 1913 that the name of National Finance Corporation Limited has this day been struck off the Register and the said Company is hereby dissolved.

In the matter of the Indian Companies Act VII of 1913 and of the Chitale Mudrana Udyoga Mandal Limited.

S.R.O. 275.—Notice is hereby given pursuant to Sub-Section (5) of Section 247 of the Indian Companies Act VII of 1913 that the name of Chitale Mudrana Udyoga Mandal Limited has this day been struck off the Register and the said Company is hereby dissolved.

In the matter of the Indian Companies Act VII of 1913 and of the Spelter and Piglead Merchants Association Ltd.

S.R.O. 276.—Notice is hereby given pursuant to Sub-Section (5) of Section 247 of the Indian Companies Act VII of 1913 that the name of Spelter and Piglead Merchants Association Limited has this day been struck off the Register and the said Company is hereby dissolved.

In the matter of the Indian Companies Act, VII of 1913 and of the Gune & Company Limited.

S.R.O. 277.—Notice is hereby given pursuant to Section 247 of the Indian Companies Act VII of 1913, that at the expiration of three months from the date hereof the name of the Gune & Co. Limited will, unless cause is shown to the contrary, be struck off the Register and the said Company will be dissolved.

Bombay, the 9th January 1954

In the matter of the Indian Companies Act, VII of 1913 and of the Star Casting Corporation Limited.

S.R.O. 278.—Notice is hereby given pursuant to Section 247 of the Indian Companies Act VII of 1913, that at the expiration of three months from the date hereof the name of the Star Casting Corporation Limited will, unless cause is shown to the contrary, be struck off the Register and the said Company will be dissolved.

Bombay, the 11th January 1954

In the matter of the Indian Companies Act VII of 1913 and of the East West Mercantile Corporation Limited.

S.R.O. 279.—Notice is hereby given pursuant to Sub-Section (5) of Section 247 of the Indian Companies Act VII of 1913 that the name of East West Mercantile Corporation Limited has this day been struck off the Register and the said Company is hereby dissolved.

Bombay, the 13th January 1954

In the matter of the Indian Companies Act, VII of 1913 and of the Property Improvement & Exchange Company Limited.

S.R.O. 280.—Notice is hereby given pursuant to Section 247 of the Indian Companies Act VII of 1913, that at the expiration of three months from the date hereof the name of the Property Improvement & Exchange Company Limited will, unless cause is shown to the contrary, be struck off the Register and the said Company will be dissolved.

In the matter of the Indian Companies Act, VII of 1913 and of the G. V. Sanmukh & Sons Limited.

S.R.O. 281.—Notice is hereby given pursuant to Section 247 of the Indian Companies Act VII of 1913, that at the expiration of three months from the date hereof the name of the G. V. Sanmukh & Sons Limited will, unless cause is shown to the contrary, be struck off the Register and the said Company will be dissolved.

In the matter of the Indian Companies Act, VII of 1913 and of the Surendra Paschovita (India) Limited.

S.R.O. 282.—Notice is hereby given pursuant to Section 247 of the Indian Companies Act VII of 1913, that at the expiration of three months from the date hereof the name of the Surendra Paschovita (India) Limited will, unless cause is shown to the contrary, be struck off the Register and the said Company will be dissolved.

In the matter of the Indian Companies Act, VII of 1913 and of the Swastik Processors Limited.

S.R.O. 283.—Notice is hereby given pursuant to Section 247 of the Indian Companies Act VII of 1913, that at the expiration of three months from the date hereof the name of the Swastik Processors Limited will, unless cause is shown to the contrary, be struck off the Register and the said Company will be dissolved.

In the matter of the Indian Companies Act, VII of 1913 and of the Mansukhlal Kapadia & Co. Ltd.

S.R.O. 284.—Notice is hereby given pursuant to Section 247 of the Indian Companies Act VII of 1913, that at the expiration of three months from the date hereof the name of the Mansukhlal Kapadia & Co. Limited will, unless cause is shown to the contrary, be struck off the Register and the said Company will be dissolved.

In the matter of the Indian Companies Act VII of 1913 and of the Kisan Engineering Limited.

S.R.O. 285.—Notice is hereby given pursuant to sub-Section (5) of Section 247 of the Indian Companies Act VII of 1913 that the name of Kisan Engineering Limited has this day been struck off the Register and the said Company is hereby dissolved.

In the matter of the Indian Companies Act VII of 1913 and of the Milltex Corporation Limited.

S.R.O. 286.—Notice is hereby given pursuant to sub-Section (5) of Section 247 of the Indian Companies Act VII of 1913 that the name of Milltex Corporation Limited has this day been struck off the Register and the said Company is hereby dissolved.

In the matter of the Indian Companies Act, VII of 1913 and of the Radium Films Limited.

S.R.O. 287.—Notice is hereby given pursuant to sub-Section (5) of Section 247 of the Indian Companies Act VII of 1913 that the name of Radium Films Limited has this day been struck off the Register and the said Company is hereby dissolved.

In the matter of the Indian Companies Act VII of 1913 and of the All-India Minerals Limited.

S.R.O. 288.—Notice is hereby given pursuant to sub-Section (5) of Section 247 of the Indian Companies Act VII of 1913 that the name of All-India Minerals Limited has this day been struck off the Register and the said Company is hereby dissolved.

In the matter of the Indian Companies Act VII of 1913 and of the Kolhapur Dajipur Deogad Kudal Motor Sangh Limited.

S.R.O. 289.—Notice is hereby given pursuant to sub-Section (5) of Section 247 of the Indian Companies Act VII of 1913 that the name of Kolhapur Dajipur Deogad Kudal Motor Sangh Limited has this day been struck off the Register and the said Company is hereby dissolved.

M. V. VARERKAR,
Registrar of Companies, Bombay.

Calcutta, the 9th January 1954

In the matter of the Indian Companies Act, 1913 (VII of 1913) and in the matter of Maharani Textiles Ltd.

SECTION 247(3)

S.R.O. 290.—Notice is hereby given that, on the expiration of three months from date, the name of Maharani Textiles Ltd. of 14, Clive Street, Calcutta will, unless cause is shown to the contrary, be struck off the Register, and the company will be dissolved.

In the matter of the Indian Companies Act, 1913 (VII of 1913), and in the matter of Deo & Mukherjee Ltd.

SECTION 247(3)

S.R.O. 291.—Notice is hereby given that, on the expiration of three months from date, the name of Deo & Mukherjee Ltd. of 8, Dalhousie Square, East, Calcutta will, unless cause is shown to the contrary, be struck off the Register, and the company will be dissolved.

In the matter of the Indian Companies Act, 1913 (VII of 1913), and in the matter of H. Rahman & Sons Ltd.

SECTION 247(3)

S.R.O. 292.—Notice is hereby given that, on the expiration of three months from date, the name of H. Rahman & Sons Ltd. of 32/A, Beniapukur Lane, Calcutta will, unless cause is shown to the contrary, be struck off the Register, and the company will be dissolved.

In the matter of the Indian Companies Act, 1913 (VII of 1913) and in the matter of Mappa & Co. Ltd.

SECTION 247(3)

S.R.O. 293.—Notice is hereby given that, on the expiration of three months from date, the name of Mappa & Co. Ltd. of Arlealia, 24-Parganas, will, unless cause is shown to the contrary, be struck off the Register, and the company will be dissolved.

In the matter of the Indian Companies Act, 1913 (VII of 1913) and in the matter of Ganeshji Ltd.

SECTION 247(3)

S.R.O. 294.—Notice is hereby given that, on the expiration of three months from date, the name of Ganeshji Ltd. of 164, Harish Mukherjee Road, Calcutta will, unless cause is shown to the contrary, be struck off the Register, and the company will be dissolved.

In the matter of the Indian Companies Act, 1913 (VII of 1913) and in the matter of Eastern Glass Works Ltd.

SECTION 247(3)

S.R.O. 295.—Notice is hereby given that, on the expiration of three months from date, the name of Eastern Glass Works Ltd. of 55, Chaulpatty Road, Beha-ghata, Calcutta will, unless cause is shown to the contrary, be struck off the Register, and the company will be dissolved.

In the matter of the Indian Companies Act, 1913 (VII of 1913) and in the matter of Workers Trust Ltd.

SECTION 247(3)

S.R.O. 296.—Notice is hereby given that, on the expiration of three months from date, the name of Workers Trust Ltd. of 5 & 6, Hare Street, Calcutta will, unless cause is shown to the contrary, be struck off the Register, and the company will be dissolved.

In the matter of the Indian Companies Act, 1913 (VII of 1913) and in the matter of Bengal Tannery Ltd.

SECTION 247(3)

S.R.O. 297.—Notice is hereby given that, on the expiration of three months from date, the name of Bengal Tannery Ltd. of 16, Stephen House, Dalhousie Square, Calcutta will, unless cause is shown to the contrary, be struck off the Register, and the company will be dissolved.

In the matter of the Indian Companies Act, 1913 (VII of 1913) and in the matter of Indo British Commercial Syndicate Ltd.

SECTION 247(3)

S.R.O. 298.—Notice is hereby given that, on the expiration of three months from date, the name of Indo British Commercial Syndicate Ltd. of 22, Strand Road, Calcutta will, unless cause is shown to the contrary, be struck off the Register, and the company will be dissolved.

In the matter of the Indian Companies Act, 1913 (VII of 1913) and in the matter of Swastika Printers & Publishers Ltd.

SECTION 247(3)

S.R.O. 299.—Notice is hereby given that, on the expiration of three months from date, the name of Swastika Printers & Publishers Ltd. of 40, Raja Rajballav Street, P.O. Baghbazar, Calcutta will, unless cause is shown to the contrary, be struck off the Register, and the company will be dissolved.

In the matter of the Indian Companies Act, 1913 (VII of 1913) and in the matter of Aryasthan Salt Works Ltd.

SECTION 247(3)

S.R.O. 300.—Notice is hereby given that, on the expiration of three months from date, the name of Aryasthan Salt Works Ltd. of 5 & 6, Hare Street, Calcutta will, unless cause is shown to the contrary, be struck off the Register, and the company will be dissolved.

In the matter of the Indian Companies Act, 1913 (VII of 1913) and in the matter of Elton Chemical Works Ltd.

SECTION 247(3)

S.R.O. 301.—Notice is hereby given that, on the expiration of three months from date, the name of Elton Chemical Works Ltd. of 1, British Indian Street, Calcutta, will, unless cause is shown to the contrary, be struck off the Register, and the company will be dissolved.

In the matter of the Indian Companies Act, 1913 (VII of 1913) and in the matter of Bhandari Opera Ltd.

SECTION 247(3)

S.R.O. 302.—Notice is hereby given that, on the expiration of three months from date, the name of Bhandari Opera Ltd. of 356/2, Upper Chitpur Road, Calcutta will, unless cause is shown to the contrary, be struck off the Register, and the company will be dissolved.

In the matter of the Indian Companies Act, 1913 (VII of 1913) and in the matter of Kingsley Industries Ltd.

SECTION 247(3)

S.R.O. 303.—Notice is hereby given that, on the expiration of three months from date, the name of Kingsley Industries Ltd. of 21-B, Canning Street, Calcutta will, unless cause is shown to the contrary, be struck off the Register, and the company will be dissolved.

In the matter of the Indian Companies Act, 1913 (VII of 1913) and in the matter of Bharat Publications Ltd.

SECTION 247(3)

S.R.O. 304.—Notice is hereby given that, on the expiration of three months from date, the name of Bharat Publications Ltd. of 88-A, Mechuaabazar Street, Calcutta will, unless cause is shown to the contrary, be struck off the Register, and the company will be dissolved.

In the matter of the Indian Companies Act, 1913 (VII of 1913) and in the matter of Enterprisers (1940) Ltd.

SECTION 247(3)

S.R.O. 305.—Notice is hereby given that, on the expiration of three months from date, the name of Enterprisers (1940) Ltd. of 8, Royal Exchange Place, Calcutta will, unless cause is shown to the contrary, be struck off the Register, and the company will be dissolved.

In the matter of the Indian Companies Act, 1913 (VII of 1913) and in the matter of India College & Commerce Ltd.

SECTION 247(3)

S.R.O. 306.—Notice is hereby given that, on the expiration of three months from date, the name of India College & Commerce Ltd. of 14, Bentinck Street, Calcutta will, unless cause is shown to the contrary, be struck off the Register, and the company will be dissolved.

In the matter of the Indian Companies Act, 1913 (VII of 1913) and in the matter of Bengal Leather Works Ltd.

SECTION 247(3)

S.R.O. 307.—Notice is hereby given that, on the expiration of three months from date, the name of Bengal Leather Works Ltd. of Motijheel Avenue, Dum Dum, 24-Parganas will, unless cause is shown to the contrary, be struck off the Register, and the company will be dissolved.

In the matter of the Indian Companies Act, 1913 (VII of 1913) and in the matter of Enen & Co. Ltd.

SECTION 247(3)

S.R.O. 308.—Notice is hereby given that, on the expiration of three months from date, the name of Enen & Co. Ltd. of 45, Dum Dum Road, 24-Parganas will, unless cause is shown to the contrary, be struck off the Register, and the company will be dissolved.

In the matter of the Indian Companies Act, 1913 (VII of 1913) and in the matter of Bengal Planning Corporation Ltd.

SECTION 247(3)

S.R.O. 309.—Notice is hereby given that, on the expiration of three months from date, the name of Bengal Planning Corporation Ltd. of 28, Strand Road, Calcutta will, unless cause is shown to the contrary, be struck off the Register, and the company will be dissolved.

In the matter of the Indian Companies Act, 1913 (VII of 1913) and in the matter of Duars Friends Poultry Farms Ltd.

SECTION 247(3)

S.R.O. 310.—Notice is hereby given that, on the expiration of three months from date, the name of Duars Friends Poultry Farms Ltd. of Shibbarihat, Alipurduar, Jaipaguri will, unless cause is shown to the contrary, be struck off the Register, and the company will be dissolved.

In the matter of the Indian Companies Act, 1913 (VII of 1913) and in the matter of Deluxe Tailoring Ltd

SECTION 247(3)

S.R.O. 311.—Notice is hereby given that, on the expiration of three months from date, the name of Deluxe Tailoring Ltd. of 1/2, Moti Sil Street, Calcutta will, unless cause is shown to the contrary, be struck off the Register, and the company will be dissolved.

In the matter of the Indian Companies Act, 1913 (VII of 1913) and in the matter of Warden of Industries Ltd.

SECTION 247(3)

S.R.O. 312.—Notice is hereby given that, on the expiration of three months from date, the name of Warden of Industries Ltd. of 157/B, Dharamtala Street, Calcutta will, unless cause is shown to the contrary, be struck off the Register, and the company will be dissolved.

B. P. ROY, Registrar,

Joint Stock Companies, West Bengal.

Madurai, the 11th January 1954

S.R.O. 313.—Notice is hereby given that pursuant to the rules framed under the Destruction of Records Act, 1917 (Act V of 1917), the documents and correspondence relating to the undermentioned companies registered under the Indian Companies Act, 1913 (Act VII of 1913), items (1) to (3) which were deemed to be dissolved with effect from 9th January 1948, 24th August, 1948, and 31st August 1948, respectively will be destroyed after three months from the date of publication of the notice. Notifications under Section 247(5) of the Act relating to items 2 and 3 were published at page 712, of Part II of the *Fort St. George Gazette*, dated 24th July, 1948 and at page 724 of Part II of the *Fort St. George Gazette*, dated 31st August 1948, respectively —

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|---|---|
| i. Serial Number | No. 3 of 1938-39. |
| ii. Name of company | "Gandhi Cottage Industries Association Limited". |
| iii. Date of registration | 4th June 1938. |
| iv. Act under which registered | Act VII of the Indian Companies Act, 1913. |
| v. Object | Trading and manufacturing in Cottage industries. |
| vi. Situation of registered office | "Gandhi Asramam, (near railway station) 9th ward Rajapalayam." |
| vii. Name of the Officer who was in charge of the company at the date of dissolution. | Shri P. M. Krishnama Raja. |
| viii. Date of entry in the register treating the company as dissolved. | 10-1-1948. |
| i. Serial Number | No. 12 of 1946-47. |
| ii. Name of company | Balakrishna Weaving Mills (Dhalavaipuram) Limited. |
| iii. Date of registration | 26th July, 1946. |
| iv. Act under which registered | Act VII of the Indian Companies Act, 1913. |
| v. Object | Cotton Spinning and Weaving. |
| vi. Situation of registered Office | Dhalavaipuram, Chettiarpatti P.O. Ramnad District. |
| vii. Name of the officer who was in charge of the company at the date of dissolution. | Shri A. S. P. Ramaswamy Nadar. |
| viii. Date of entry in the register treating the company as dissolved. | 13-9-48. |
| i. Serial Number | No. 17 of 1946-47. |
| ii. Name of company | The Textiles Industries Limited. |
| iii. Date of registration | 28th October, 1946. |
| iv. Act under which registered | Act VII of the Indian Companies Act, 1913. |
| v. Object | Textile Manufacture. |
| vi. Situation of registered office | Premises of Sri Venkatachopathy Ginning Factory, Tenkasi Road, Rajapalayam. |
| vii. Name of the officer who was in charge of the company at the date of dissolution. | Sri V. Arjuna Raja. |
| viii. Date of entry in the register treating the company as dissolved. | 13-9-1948. |

T. V. SUBBA RAO, Asstt. Registrar,
Joint Stock Companies, Ramanathapuram.

MINISTRY OF COMMERCE AND INDUSTRY

New Delhi, the 13th January 1954

S.R.O. 314.—The following Notification issued by the Iron and Steel Controller under clause 11B of the Iron and Steel (Control of Production and Distribution) Order, 1941, is published for general information:—

NOTIFICATION

In exercise of the powers conferred by sub-clause (1) of Clause 11B of the Iron and Steel (Control of Production and Distribution) Order, 1941, the Iron and Steel Controller is pleased to notify the following amendments to Ministry of Commerce and Industry Notification No. SC(A)-2(33) dated 1st June, 1953, published in the Gazette of India Extraordinary, Part II Section 3 dated the 1st June, 1953 as amended by Notification No. SC(A)-2(33) dated the 21st October, 1953, published as S. R. O. 1968 in the Gazette of India dated the 24th October 1953, viz.,—

1. For the existing 'Part I-A of Special Conditions for sales of wire and wire products by the Indian Steel and Wire Products Ltd., Indranagar, the following shall be substituted:—

"PART I—Special conditions for sales by the Indian Steel & Wire Products Ltd., Indranagar

A. To customers other than controlled Stockholders:

- (1) Sales in wagon loads by the Indian Steel and Wire Products Ltd., shall be effected at f.o.r. destination rate.
- (2) In order to arrive at the chargeable rate for full wagon loads for destinations other than Bombay, Calcutta or Madras Port, the Place Extras given in the Freight (Place Extra) List No. 1 of 1952 shall be added to the Port base price in the case of wire and wire products other than Barbed wire and in the case of Barbed wire the actual railway freight from the nearest Port to the destination station shall be added to the Port base price.
- (3) Where wagons are not fully loaded, the customer shall pay the difference between the actual freight per ton and the amount of freight per ton which would have been incurred if the wagon had been fully loaded.
- (4) For deliveries by Rail 'in smalls' by the Indian Steel & Wire Products Ltd., sales shall be made on f.o.r. Tatanagar basis and the selling price shall be arrived at by adding the Place Extra applicable to Tatanagar [calculated in the same manner for destinations other than the Ports as provided in clause No. (2) above to the Port base price].
- (5) If the materials sold f.o.r. destination are at the customer's request despatched by any route other than the cheapest, the difference in freight shall be borne by the customer.
- (6) Octroi, Sales or other taxes incurred during the process of delivery of materials from the Indian Steel & Wire Products Ltd.'s works or siding to customers, shall be borne by the latter."

2. For the existing Part I-B(a) of the Special Conditions of Sales by the Indian Steel & Wire Products Ltd., Indranagar the following shall be substituted:—

"B—To Controlled Stockholders:

- (a) All sales to Controlled Stockholders will be made on f.o.r. destination basis by adding appropriate Place Extras wherever necessary to Port prices [as mentioned in clause No. (2) Part I A above] and will apply to deliveries at the Controlled Stockholders' Siding, if any or to their nearest railway station."

3. The Place Extras notified under Clause B(a) of Part I in the previous Notification as quoted above are hereby deleted.

4. For the existing Clause (a) of Part II of Special Conditions for sales by Controlled Stockholders the following shall be substituted:—

- "(a) Sales by Controlled Stockholders shall be effected at the rates shown in Col. II of the Schedule of Price plus the place extra as given in the

Freight (Place Extras) List No. 1 of 1952 for the place at which the stockyard is located in the case of wire and wire products other than Barbed wire. In the case of Barbed wire, the actual Railway freight from the nearest port to the station where the stockyard is situated shall be added to the Base Col. II price."

This amendment takes effect from the 1st of October, 1953 and shall apply to all despatches effected on and after that date.

(Sd.) C. R. NATESAN,
Iron and Steel Controller.

[No. SC(A)/2(114)/53.]

D. HEJMADI, Under Secy.

MERCHANDISE MARKS

New Delhi, the 18th January 1954

S.R.O. 315.—The following draft of a further amendment in the notification of the Government of India in the Ministry of Commerce and Industry No. S.R.O. 440, dated the 31st March, 1951, which it is proposed to make in exercise of the powers conferred by sub-section (1) of section 12A of the Indian Merchandise Marks Act, 1889 (IV of 1889), is published as required by sub-section (4) of the said section for the information of persons likely to be affected thereby, and notice is hereby given that the said draft will be taken into consideration after the 16th February, 1954. Any objection or suggestion which may be received from any person with respect to the said draft before the date specified will be considered by the Central Government:—

Draft Amendments

In Part I of the Schedule to the said notification after sub-item (b) of item 1, the following entries in columns (2) and (3) shall be inserted, namely:—

"(c) Electrical wiring accessories (c) On the goods themselves."

[No. 3(7)-TM&P(MM)/53.]

J. N. DUTTA, Dy. Secy.

MINISTRY OF FOOD AND AGRICULTURE (Agriculture)

New Delhi, the 16th January 1954

S.R.O. 316.—The following draft of further amendments in the Tobacco Grading and Marking Rules, 1937, which it is proposed to make in exercise of the powers conferred by section 3 of the Agricultural Produce (Grading and Marking) Act, 1937 (I of 1937), is published as required by the said section, for the information of persons likely to be affected thereby, and notice is hereby given that the said draft will be taken into consideration after 31st January, 1954.

Any objection or suggestion which may be received from any person with respect to the said draft before the date specified will be considered by the Central Government.

Draft Amendments

In the said Rules—(1) in Schedule III—

(a) in the second footnote marked "@", for the word and figure "Grade 1", the word and letters "Grade VBT" shall be substituted;

(b) for the last footnote marked \$ "Perished Leaf", the following footnote shall be substituted, namely:—

"\$ Perished leaf or strips",

(2) In Schedule IV—

(a) in the second footnote marked "@", for the word and figure "Grade 1" the word and letters "Grade CBT" shall be substituted;

(b) for the fourth footnote marked "\$", the following footnote shall be substituted, namely:—

"\$ Perished leaf or strips".

[No. F.16-31/53-Dte.II.]

N. K. BHOJWANI, Dy. Secy.

MINISTRY OF INFORMATION & BROADCASTING*New Delhi, the 13th January 1954*

S.R.O. 317.—In exercise of the powers conferred by section 6 of the Cinematograph Act, 1952 (XXXVII of 1952), the Central Government hereby directs that the film entitled 'My Son John' in respect of which 'U' certificate No. 7264 dated the 15th December, 1952 was granted by the Central Board of Film Censors to Messrs Paramount Films of India Ltd., Bombay, shall be deemed to be an uncertified film in the whole of India.

[No. F. 12/28/53-FIL.]

D. KRISHNA AYYAR, Under Secy.

MINISTRY OF HEALTH**CORRIGENDUM***New Delhi, the 13th January 1954*

S.R.O. 318.—For the words "Lt. Colonel A. N. Chopra" occurring in the Ministry of Health Notification No. F. 6-14/53-MI(B), dated the 22nd December, 1953, substitute the words "Colonel A. N. Chopra".

[No. F.6-14/53-MI(B).]

J. N. SAKSENA, Under Secy.

New Delhi, the 18th January 1954

S.R.O. 319.—The following draft of a further amendment in the Drugs Rules, 1945, which it is proposed to make after consultation with the Drugs Technical Advisory Board, in exercise of the powers conferred by section 33 of the Drugs Act, 1940 (XXIII of 1940), is published as required by the said section for the information of persons likely to be affected thereby and notice is hereby given that the said draft will be taken into consideration after the 23rd April, 1954.

2. Any objection or suggestion which may be received from any person with respect to the said draft before the date specified will be considered by the Central Government.

Draft amendment

In Schedule K to the said Rules, after item 9, the following item shall be inserted, namely:—

"10. Tincture Iodine and Tincture Benzoin Co. The provisions of sub-clause (i) of clause (a) of section 18 of the Act to the following extent:—

Methylated or denatured spirit can be used in the manufacture of the drug instead of alcohol, provided that,

- (i) the formula is given on the label;
- (ii) the words B. P. or B. P. C. etc., do not appear on the label;
- (iii) the product is labelled as Tincture Iodine (Methylated) or Tincture Benzoin Co. (Methylated), as the case may be;
- (iv) the product is conspicuously labelled with the words 'For external use only.'

[No. F. 1-13/50-DS.]

KRISHNA BIHARI, Under Secy.

MINISTRY OF EDUCATION**ARCHAEOLOGY***New Delhi, the 16th January 1954*

S.R.O. 320.—In exercise of the powers conferred by sub-section (3) of section 3 of the Ancient Monuments Preservation Act, 1904 (VII of 1904), the Central Government hereby confirms its notification No. F.4-9/52-A.2, dated the 9th July, 1952 declaring the ancient monument (temple of Vishnu at Bishenpur in the Manipur State) described in the schedule annexed to the said notification to be a protected monument within the meaning of the said Act.

[No. F.4-9/52-A.2.]

T. S. KRISHNAMURTI, Under Secy.

MINISTRY OF REHABILITATION**ORDER***New Delhi, the 5th January 1954*

S.R.O. 321.—In exercise of the powers conferred by sub-section (1) of Section 19 of the Evacuee Interest (Separation) Act, 1951 (LXIV of 1951), the Central Government hereby orders that all cases in respect of composite properties situated in the Districts of Kolhapur, Belgaum, Bijapur, Dharwar and Kanara, in Karnatak Division of Bombay State, pending before Shri D. B. Godbole, Competent Officer, Bombay, shall stand transferred to Shri M. M. Nadkarni, Competent Officer, with headquarters at Bhatkal, with effect from the 18th December, 1953 fore-noon.

[No. 52(4)/52-Prop.]

MANMOHAN KISHAN, Under Secy.

MINISTRY OF TRANSPORT**(Transport Wing)****MERCHANT SHIPPING***New Delhi, the 13th January 1954*

S.R.O. 322.—In exercise of the powers conferred by sub-section (3) of section 26A of the Indian Merchant Shipping Act, 1923 (XXI of 1923) the Central Government hereby directs that the following further amendment shall be made in the Indian Merchant Shipping (Medical Examination) Rules, 1951, namely—

In the said Rules, for sub-rule (e) of rule 13, the following sub-rule shall be substituted, namely:—

“(e) The decision of the Appeal Board shall be final, except in respect of a seaman who—

- (i) has put in five or more years of active service;
- (ii) has produced a certificate from one of the Government Medical Specialists not below the rank of a Civil Surgeon testifying that the seaman has been cured of the disabilities for which he was previously declared unfit by the Appeal Board;
- (iii) has paid a fee of ten rupees; and
- (iv) has been recommended by the Director General of Shipping.

Such a seaman may, at the discretion of the Director General of Health Services, be given a second and final chance to appear before the Appeal Board.”

[No. 3-MS(14)/53]

CORRIGENDUM*New Delhi, the 16th January 1954*

S.R.O. 323.—In the notification of the Government of India in the Ministry of Transport No. S.R.O. 2307, dated the 12th December, 1953, published at pages 2022—2024 of the Gazette of India, Part II—Section 3, dated the 19th December, 1953, in the preamble for “(Lead Line)” read “(Load Line)”.

[No. 42-MA(2)/53]

S. K. GHOSH, Dy Secy.

MINISTRY OF COMMUNICATIONS*New Delhi, the 18th January 1954*

S.R.O. 324.—The following draft of further amendments to the Indian Aircraft Rules, 1937, which it is proposed to make in exercise of the powers conferred by Section 5 of the Indian Aircraft Act, 1934 (XXII of 1934), is published, as required by section 14 of the said Act, for the information of persons likely to be affected thereby, and notice is hereby given that the said draft will be taken into consideration after the 18th April, 1954.

Any objection or suggestion which may be received from any person with respect to the said draft before the date specified will be considered by the Central Government.

Draft Amendment

In rule 41 of the said Rules—

(1) for clause (b) of sub-rule (3) the following clause shall be substituted, namely:—

“(b) a person to whom a licence of a corresponding class has been granted by the competent authority in a Contracting State may be exempted from all or any of the flying tests and from subjects (a) to (e) and (g) of the technical examination, and may, if he is the holder of a current licence, be exempted from the medical examination, provided that his flying experience is not less than the flying experience laid down in Section C of Schedule II in respect of a Pilot's ‘B’ Licence.”;

(2) for the proviso to sub-rule (5) the following proviso shall be substituted, namely:—

“Provided that for the purpose of the grant of such licences a person to whom a licence of a corresponding class has been granted by the competent authority in a Contracting State may be exempted from the technical examination and may, if he is the holder of a current licence, be exempted from the medical examination.

[No. 10-A/63-53]

K. V. VENKATACHALAM, Dy. Secy.

MINISTRY OF WORKS, HOUSING AND SUPPLY*New Delhi, the 13th January 1954*

S.R.O. 325.—In pursuance of the provisions of rule 45 of the Fundamental Rules, the President hereby directs that the following further amendments shall be made in the Supplementary Rules, published with the Government of India in the late Finance Department's letter No. 104-CSR, dated the 4th February 1922, namely:—

In Part VIII of the said Rules, in Division XXVI-B, for the existing first sub-rule of Supplementary Rule 317-B-23, the following sub-rule shall be substituted, namely:—

“(1) If the officer to whom a residence has been allotted commits any breach of the rules in this Division, or uses the residence or premises, or permits the residence or premises to be used, for any purpose which the President considers to be improper, or conducts himself in a manner which in the opinion of the President is prejudicial to the maintenance of harmonious relations with his neighbours, or if it is found that the officer has knowingly furnished incorrect information in any application or written statement with a view to securing an allotment, the President may, without prejudice to any other disciplinary action that may be taken against him—

(a) cancel the allotment of that residence to him, and

(b) declare him to be ineligible for a residence in New Delhi or Delhi during a specified period;

Provided that where the allotment of a residence is cancelled for conduct prejudicial to the maintenance of harmonious relations with the neighbours, the officer may be allotted another residence in the same class at any other place.”

[No. WII-3(1)/54]

S.R.O. 326.—In pursuance of the provisions of rule 45 of the Fundamental Rules, the President hereby directs that the following further amendments shall be made in the Special Accommodation Rules, 1950, published with the notification of the Government of India in the late Ministry of Works, Mines and Power No. WIV-15(3)/III, dated the 19th January, 1950, namely:—

In the said rules, for the existing sub-rule (1) of Rule 27, the following sub-rule shall be substituted, namely:—

“(1) If the officer to whom a residence has been allotted commits any breach of these rules, or uses the residence or premises, or permits the residence or premises to be used, for any purpose which the President considers to be improper, or conducts himself in a manner which in the opinion of the President is prejudicial to the maintenance of harmonious relations with his neighbours, or if it is found that the officer has knowingly furnished incorrect information in any application or written statement with a view to securing an allotment, the President may, without prejudice to any other disciplinary action that may be taken against him—

(a) cancel the allotment of that residence to him, and

(b) declare him to be ineligible for a residence in New Delhi or Delhi during a specified period:

Provided that where the allotment of a residence is cancelled for conduct prejudicial to the maintenance of harmonious relations with the neighbours, the officer may be allotted another residence in the same class at any other place.”

[No. WII-3(1)/1/54.]

K. K. SHARMA, Dy. Secy

MINISTRY OF LABOUR

New Delhi, the 13th January 1954

S.R.O. 327.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the matter of an application under section 33A of the said Act from Shri Gauri Mistry and nine other workmen of Loyabad Colliery.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT DHANBAD

APPLICATION No. 236 of 1953

(arising out of Reference No. 6 of 1952)

In the matter of an application U/S 33A of Industrial Disputes Act 1947.

PRESENT:

Shri L. P. Dave, B.A. LL.B., *Chairman*.

PARTIES:

1. Gauri Mistry.
2. Behari Mahato.
3. Niranjan Singh.
4. Rampirit Mahato.
5. Ramdhani Mistry.
6. Ramdular Ram.
7. Rambrich Ram.
8. Kunjal Mistry.
9. Dukhan Ram Benia.
10. Brihaspati Kumhar.—Workmen of Loyabad Colliery—Complainants.

vs.

Messrs. Burrakur Coal Co. Ltd., Loyabad Colliery, P.O. Bansjora, Distt. Manbhum, Bihar.—*Opposite Party*.

APPEARANCES:

Shri Sheo Kumar Singh, Secretary, Bihar Colliery Mazdoor Sangh, Loyabad Branch, P.O. Bansjora, District Manbhum, Bihar.—*for the Complainants.*

Shri D. N. Gupta, Chief Personnel Officer, M/s. Bird & Co. Ltd., P.O. Sijua, Distt. Manbhum.—*for the opposite party.*

AWARD

This is a complaint under Section 33A of the Industrial Disputes Act.

2. It has been filed by ten workmen who alleged that they were permanent workmen of opposite party working in Loyabad Colliery for a long time and still the opposite party forced them to sit idle and has not provided them with any work whatsoever and that the opposite party has thus changed the service conditions of the complainants without the express permission of the Tribunal in spite of the fact that Reference No. 6 of 1952 to which the opposite party and their workmen are parties was pending at the time.

3. The opposite party, by their written statement Exhibit 4, contended that they had not changed the service conditions of the complainants and had not committed any breach of Section 33 of the Industrial Disputes Act, because the complainants were not the workmen of the opposite party but were the employees of certain contractors. It was alleged that the management makes payments in a lump sum to the contractors for the work executed by them and the dispute in Reference No. 6 of 1952 does not affect the contractors or the man engaged by them. It was therefore contended that the present application was not maintainable and should be rejected.

4. It is an admitted fact that the present ten complainants were working in the Loyabad Colliery and were discharged during the pendency of Reference No. 6 of 1952. The complainants have filed the present complaint alleging that by discharging them without permission of the Tribunal, the opposite party (that is, the management of the colliery) had committed a breach of Section 33 of the Industrial Disputes Act and hence the complainants should be reinstated with back wages. The only defence urged in the written statement is that the complainants were not the employees of the management but they were the employees of certain contractors. I may mention at this stage that at the time of arguments Mr. Gupta on behalf of the management also urged that the present complainants had to be discharged as there was no work for them; that is, it was a case of *bona fide* retrenchment, and hence in any case the complainants should not be allowed to be reinstated. There is however no such allegation made in the written statement nor is there any evidence to support it. As the record stands, I have no material before me to consider whether this is a case of a *bona fide* retrenchment or not and hence reinstatement, which is the normal remedy, would follow as a matter of course, if it is held that the complainants were the employees or workmen of the management; because in such a case, it would be clear that the management discharged the complainants without reasonable cause and without obtaining permission of the Tribunal in spite of the pendency of Reference No. 6 of 1952. If however the complainants were not workmen of the management but were the workmen of some contractors, then the present complaint would fail; because the contractors were not parties to Reference No. 6 of 1952 or to any other reference and by discharging their workmen, they could not be said to have committed any breach of Section 33 and the management also would not be guilty of breach of that section because they had not discharged their workmen. Thus the important point for consideration in the case is whether the complainants were the workmen or employees of the management or whether they were the workmen or employees of the different contractors.

5. The management urged that they engage blacksmith contractors for doing different kinds of blacksmith work and that certain rates are fixed for doing different kinds of work by the contractors. It is further said that whenever any work is to be done, the management gives an order to one or other of the blacksmith contractors asking him to execute particular kinds of work. The contractors would get the work done by engaging different workmen. They (contractors) are paid according to the work executed by them at rates agreed upon between them and the management and out of this, they pay the basic wages to their workmen. The balance remains as their profit. It is further urged that the management pay dearness allowance, cash concession, rice, etc. to the workmen engaged by the contractors, because it is the statutory obligation for the management to make these payments even to workmen engaged by the contractors. It is lastly urged that the complainants were workmen employed by the different contractors and not the workmen of the management.

6. It does appear that whenever any blacksmith work is to be done by the management, they send orders to some persons who are addressed as contractors. It is also true that the management pays a lump sum to these persons for the work done by them at the rates agreed upon between them and the management. It also appears that these persons make payments of basic wages to the workmen working under them. These facts might *prima facie* show that these persons are the employees of the contractors and that of the management. But there are other circumstances and evidence which clearly establish that the complainants were the employees of the management.

7. I agree with the contention of the management that the payment by them of dearness allowance, bonus, cash concessions, and rice to the workmen would not necessarily make them their employees; because even in the case of persons engaged by contractors, there is a statutory obligation on the management to make these payments and from the mere fact that the management makes these payments to these persons, it could not necessarily be held that these persons were the employees of the management. The important test for deciding as to whether these persons are the employees of the management or of the contractors is as to who has the power to appoint or discharge them and who has the power of general control over them.

8. The management examined one of the so-called contractors Ram Pyari Mistry Exhibit 22. They have also examined one of the complainants Gauri Mistry Exhibit 23. Lastly they have examined their Assistant Cashier, Sakti Pada Ghosal, Exhibit 24. So far as the last witness is concerned, all that his evidence proves is that the management pays a lump sum to the blacksmith contractors according to the total work done by them at certain rates fixed between the management and the contractors and out of this amount the contractors pay basic wages to the workmen working under them. He however said that he did not know how the vouchers for payment to the contractors are prepared. His evidence does not throw any light on the question at issue.

9. The complainant Gauri Mistry Exhibit 23 has stated that he was working under Ram Pyari Mistry but that he was appointed by the manager of the colliery. He has further said that Ram Pyari Mistry used to give him instructions for his work saying that the management had asked for that work being done. Lastly he has said that whenever he wanted leave, he approached the manager for it. Thus the evidence of this witness goes to show that though he was working under Ram Pyari, his actual appointment was made by the management.

10. The important evidence in this case is that of contractor Ram Pyari Exhibit 22. It is to the following effect:—

He was being paid at the rates agreed to between him and the management regarding the different kinds of work. The manager selected the workmen for doing the work of his contract and sent them to him and he got the work done by them. If he found the work of a particular person unsatisfactory, he could not dismiss him, but had to make a report to the manager about it, and the manager would, if he thought fit, dismiss that person. If there was not sufficient work for the different workmen, the management (and not he) discharged the surplus workmen. He was paying basic wages to the workmen out of the amount received by him from the management. If a workman wanted leave, it was the management who granted leave. He supervises the work of different workmen. He had to give to the management a statement showing the payments made by him to the workmen. He had no power to make appointments of any workman nor had he the power to dismiss any one. He had no power to transfer any workman nor had he any power to issue a charge-sheet. He had no say in the matter, if and when any workman applied for leave. The wages of the different workmen were fixed by the management and not by him. There was no writing to show the terms on which he was appointed as a contractor. Thus the evidence of this witness supports the complainants' case and not the case of the management. As I said above, he has been examined as a witness by the management and his evidence clearly goes against the management's case and supports complainants' case.

11. Admittedly the management maintains an attendance register of these workmen. I agree that this fact by itself would not conclusively establish that the workmen were the employees of the management; because under Section 48 of the Mines Act 1952, the management must maintain a register of persons employed in the mine. The definition as to when a person is said to be employed in a mine [given in Section 2, clause (h), of the Act] is wide to include a contractor's labourer.

12. As I said above, however the evidence of the contractor clearly shows that the management have complete control over these workmen. It is the management who appoint them and fix their wages. It is the management who can and occasionally do transfer them or dismiss them. It is the management who can take disciplinary action against them and award punishment to them. It is the management who grants leave to them. The so-called contractors have no voice in any of these matters. It would thus appear that the term contractor is really a misnomer and the persons are in fact merely supervisors. Instead of being paid a fixed sum, they are paid at certain rate for the work got done by them by the workmen working under them and the balance after payment of basic wages to the workmen (from this amount), goes to them as their remuneration. Thus only the mode of payment to these persons would go to show as if they were contractors; but really speaking they are not contractors as such, but are only supervisors. As I said above, they have no control of any kind over the workmen working under them. Ram Pyari said that even if a workman's work is not satisfactory, he cannot take any action against him; but would have to report the matter to the manager and the manager would, if he thought fit, dismiss that workman. This clearly shows that the management have complete control over the workmen.

13. The evidence of Ram Pyari is corroborated by the fact that orders of appointment are issued to the workmen by the manager. Exhibits 14 and 18 are instances showing that the manager issued orders to certain workmen giving them particular appointments. Exhibits 15 to 17 are orders passed by the manager transferring different workmen from one place to another. Exhibit 19 is an order passed by the management granting leave without pay to a particular workman. Exhibit 20 is an order passed by the management inflicting the punishment of suspension for one day on a particular workman who had been given a charge-sheet before that. All these acts clearly show that it is the management who have control over the workmen.

14. It was argued by Mr. Gupta that as the management have to make payments of cash concessions, rice, bonus, etc., they have to keep a control over the number of persons appointed by the contractors. I agree that the management would be entitled to control the number of persons employed by a contractor; but this is different from actually appointing them. If the workmen were really employed or appointed by the contractor, there was no reason why the management should issue orders of appointment to these persons. Further, in such a case, the management would have no power to transfer a workman of this kind from one place to another. It was argued by Mr. Gupta that transfers are effected at the request of the contractors; but there is nothing to support this allegation. In any case, if two contractors mutually agree to a transfer of a particular workman from one contractor to another, there was no reason why the management should have to pass an order of transfer. This also would go to show that the workmen were the employees of the management and not of the contractors. Similarly the fact that the management grants leave to these people without consulting the so-called contractors and the further fact that the management issues charge-sheets and inflicts punishment on the workmen would also go to show that the workmen were the employees of the management and not of the contractors.

15. I might repeat that the appointment of the workmen is made by the management. Their wages are also fixed by the management. The management transfers these persons from one place to another. It is the management who grants them leave. It is the management who can issue charge-sheets and inflict punishments. The so-called contractors have no power to appoint a workman or to punish him or to discharge him. All these facts taken together establish beyond any doubt that the workmen are the employees of the management and not of the so-called contractors. That being so, it must be held that the discharge of the complainants was by the management and not by the so-called contractors. The management have committed a breach of Section 33 of the Industrial Disputes Act by discharging these persons without taking permission of this Tribunal and as no reasonable cause is made out by them for the discharge of these workmen, the management must reinstate the workmen.

16. In the result, I order that all the complainants must be reinstated in service and appointed to the jobs in which they were working before their discharge, provided they approach the management and offer themselves for employment within one month from the date of this award becoming enforceable. The management should also pay the wages including dearness allowance and other benefits like cash concessions, free rice, bonus, etc., as if the workmen were on duty all along. The arrears must be paid within one month of the award becoming enforceable. I pass my award accordingly.

(Sd) L. P. DAVE, *Chairman*.
Central Government's Industrial Tribunal, Dhanbad.

Dated the 5th January, 1954.

[No. LR.2(365).]

New Delhi, the 16th January 1954

S.R.O. 328.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay, in the industrial dispute between the British India Steam Navigation Company, Limited, Bombay, and their workmen.

BEFORE MR. S. H. NAIK, INDUSTRIAL TRIBUNAL, BOMBAY

REFERENCE (IT-CG) No. 4 of 1952

ADJUDICATION

BETWEEN

The British India Steam Navigation Company Limited, Bombay

AND

Their Workmen

In the matter of bonus, pension and reinstatement of certain workmen.

APPEARANCES:—Mr. P. P. Khambatta instructed by Messrs. Kanga & Co., with Mr. R. P. Vacha, Legal Adviser, for the Company.

Mr. A. S. Iyengar, President, Bombay Dock Tally Clerks & Allied Staff Union, for the employees.

AWARD

This is a reference made by the Central Government under section 10 of the Industrial Disputes Act 1947. The reference concerns a dispute between the British India Steam Navigation Company Limited, Bombay and its workmen in respect of bonus for the years 1949-50 and 1950-51, revision of the pension scheme prevailing in the Company and reinstatement of certain employees. The workmen concerned in this reference are the Tally Clerks employed by the Company, who are represented by the Union known as the Bombay Dock Tally Clerks and Allied Staff Union.

2. The Company is incorporated in Great Britain under the English Companies Act and carries on business in Bombay through the agency of Mackinnon Mackenzie & Co. Ltd. The Company's business consists principally of the operation of passenger and cargo ships on the international routes. For the purpose of its operations as a carrier of cargo the Company maintains what is known as a cargo department consisting of workmen employed by it on shore and on board ships responsible for supervision of the loading and unloading of cargo. The Company states that the actual manual labour required for the loading and unloading of cargo is supplied to it by contractors but it employs its own staff including Tally Clerks in connection with these operations. The Tally Clerks do work of "tallying out cargo discharged from vessels on shore and into lighters and sorting it on the ships and documentation of the same. Tallying cargo from boats on to shore at Bunder and delivery to consigners.

Tallying cargo into vessels from shore and lighters. Documentation in respect of the same. Preparing Mates' Receipts and Manifests. Tallying mails and Baggage." (Ex. B-10).

3. The workmen concerned in this reference formed their Union on the 27th August, 1949 and sent an application immediately to the Registrar of Trade Unions for its registration. The Union was registered on the 2nd December, 1949. In the meanwhile by its letter dated the 30th September, 1949 the Union submitted certain demands to the Company for its consideration. There was no reply from the Company and therefore the dispute was taken to conciliation but the efforts at conciliation also failed. The Government of Bombay therefore referred the dispute to Mr. P. S. Bakhle for adjudication under section 10(1) of the Industrial Disputes Act. The Company contended before Mr. Bakhle that it was not within the competence of the Bombay Government to refer the dispute for adjudication as it concerned a major part. Mr. Bakhle upheld the Company's contention and gave an award on the 18th December, 1950 rejecting the reference. Shortly before Mr. Bakhle gave his award the Union submitted to the Company fresh demands including the present demands on the 7th December, 1950. The Company contends

that there was no reference in the demands to the bonus for the year 1950-51. As the conciliation proceedings instituted on the demands made by the Union failed the Central Government made the present reference to me.

4. The Company has raised a preliminary objection with regard to jurisdiction. It contends that the Company is registered in Great Britain and carries on business in Calcutta through its Managing Agents and in Bombay through its agents Mackinnon Mackenzie and Co. Ltd. Mr. Khambatta relied on explanation 2 to section 20 of the Civil Procedure Code and urged that as the Company has neither a principal office nor a subordinate office in Bombay this Tribunal has no jurisdiction to adjudicate on the dispute.

5. It is true that the Company has neither a principal office nor a subordinate office in Bombay but, admittedly, it carries on its business here through the agency of Mackinnon Mackenzie and Co. Ltd. If so, this Tribunal has jurisdiction under section 20(a) of the Civil Procedure Code. Besides, the contract of service of the workmen concerned in this reference was entered into with the Company through its agents in Bombay and the grievance made in this reference pertains to or arises out of their contract of service and therefore the cause of action, within the meaning of section 20(c) of the Civil Procedure Code, for the reference must be deemed to have arisen in Bombay. In either view therefore this Tribunal is competent to adjudicate upon the present dispute.

6. One other contention raised by the Company in its statement of claim on the question of jurisdiction is that a number of its workmen are employed on ships with U. K. Registration and have signed foreign articles while a number are posted to stations outside India, for instance in East Africa and therefore, all such employees are outside the referring jurisdiction of the Central Government. This contention, in my view, is equally untenable. The workmen concerned are employed by the Company here in Bombay and some of them are sent out temporarily for service on ships which go abroad. Increased wages are paid to such workmen during the time they are thus sent out but they return to Bombay after the voyage is finished or as soon as their deputation expires. It cannot therefore be said that the workmen are the foreign employees of the Company and that the Central Government has no jurisdiction to refer the dispute raised by them for adjudication under the Industrial Disputes Act.

7. The next point taken by the Company is that the Union does not represent a majority of its staff in the Cargo Department and a large number of them have dissociated themselves from the demands made by the Union. The Union has been registered under the Indian Trade Unions Act 1926 and no worker from the Cargo Department has entered separate appearance in these proceedings in spite of a notice issued for the purpose. There is no proof that any workers in the Cargo Department have dissociated themselves from the present dispute. I do not therefore see any substance in the point taken by the Company.

8. The Company has alleged in its statement of claim that the Union had agreed in the conciliation proceedings to drop its demand for bonus if dearness allowance were increased. It states that it has in fact revised and raised its scale of dearness allowance, but the Union did not implement its assurance not to press its claim for bonus. This contention was not urged by Mr. Khambatta in the course of his argument. The Company has adduced no evidence to prove that there was any agreement before the Conciliator as stated above which is legally binding on both the parties and enforceable by one against the other. The contention therefore stands repelled.

9 I shall now proceed to discuss the demands made by the Union in the order in which they were pressed before me in the course of argument.

DEMANDS NOS. 3 AND 4

"Reinstatement of Messrs M. Abraham, S. K. Hussein, N. V. Kondekar and L. P. Fernandes."

"Reinstatement of Tally Clerks retrenched in November 1949 (specific cases to be cited by the workmen)."

10. The conditions of service of the four Tally Clerks referred to in Demand No. 3 and of the 135 Tally Clerks referred to in Demand No. 4 are the same and therefore both these demands are dealt with together.

11. According to the Union the four employees named in demand No. 3 had each put in a service of a year or more and they were the office bearers of the Union. They were also signatories to a hand-bill issued on behalf of the Union requesting the Tally Clerks from all shipping companies in the City to join the

Union and to attend a meeting of the Tally Clerks to be held on the 21st September, 1949. These hand-bills, it is alleged, were distributed on or about the 17th September, 1949. The Union complains that on or about the 30th September, 1949 the above-mentioned four employees were sent for by the Cargo Superintendent and were orally informed that as they did not seem to have been satisfied with their then existing conditions of service they would not get booking thereafter. No charge of misconduct or negligence of duty was made against them nor was any opportunity given to them to explain the charge. No written order of dismissal or discharge was served on them. The Union submits that the action of the Company in dismissing the four employees was arbitrary and capricious and that the Company has victimised them for their trade union activities. It has therefore prayed for their reinstatement.

12. The Union's case in regard to demand No. 4 is that on the 4th November, 1949 the Cargo Superintendent of the Company put up a notice on the board that in view of the decline in imports and exports the Company had decided to revise the method of employing its dock staff and that as from the 5th November, 1949 the services of all daily rated "extra men" would no longer be required. The Company denied booking to 135 workmen by putting up the aforesaid notice. The Union contends that there was sufficient work for most of the staff including the retrenched staff and the retrenchment was effected with the ulterior object of weakening the growing influence of the Union. This contention of the Union, it is alleged, is supported by the volume of overtime work turned out by the retained staff since the 5th November, 1949. Even if there was some justification for retrenchment the Union submits that it should have been according to the principle "last in, first out". It admits that the Company re-employed in April 1952 seven out of 135 workmen retrenched in November 1949. The Union has therefore prayed for reinstatement of all those workers who were retrenched on 5th November, 1949 and has claimed compensation for them from the date of their discharge to the date of their reinstatement.

13. The Company submits that by the peculiar circumstances and conditions of work the employees concerned in the reference had no right to expect work everyday and therefore they have no legal right to raise a dispute with regard to reinstatement or compensation. It states that recruiting these workmen daily as and when there was work and to the extent there was work, and picking and choosing such of them as were required for its needs daily out of a group waiting outside its office every morning is a practice which is current in Bombay and elsewhere with other large shipping concerns and is exactly on par with the other practice of picking crews who sign on and off for the voyage and per voyage and have no right to be picked for any particular voyage and insist on being taken from time to time or from voyage to voyage.

14. According to the Company the four employees concerned with demand No. 3 and the 135 employees concerned with demand No. 4 were neither discharged nor dismissed. But they were denied booking, the former from the 30th September, 1949 and the latter from the 5th November, 1949 as they were all casual workmen whose employment terminated at the end of each day.

15. The Company's further defence in regard to the four workmen referred to in demand No. 3 is as follows: The four employees, namely, Messrs. Abraham, Kondkar, Hussein and Fernandez have been on the Company's book for about 2 years, 1 year, 1 year and 3½ years respectively. On many occasions during this period they were orally warned individually that their conduct and work were not satisfactory. During approximately one month prior to their being informed that they would not be given any more bookings, the Company noticed a definite deterioration in their conduct. Their attitude could only be described as insolent. On the 29th September, 1949 they were found, while on duty and in the Dock area, canvassing for Union membership by distributing pamphlets for the Union. This conduct combined with their previous record fully warranted the Company's decision not to give them any further daily employment thereafter. The Company took such a decision and informed the four workmen about it. They were neither discharged nor dismissed as alleged by the Union.

16. The grounds on which the Company further resists demand No. 4 are that at the time when the 135 workmen were denied bookings no less than 127 from the total number of workers available for booking from day to day were made permanent and thereby the Company introduced a feature of service which is unknown to most shipping companies for the particular kind of work done by the tallying staff. It is alleged that after these men were made permanent no tally hands were employed by the Company. The decision to absorb as many casual daily workers as possible was intended to eliminate casual labour. The Company pleads that it could as well get the tallying work done through contract labour.

17. In support of the Company's contention that it could do away with the services of the Tally Clerks as they are all casual daily rated workmen and have no legal right to expect continuity or warranty of service, Mr. Khambatta relied on the decision of the Labour Appellate Tribunal in Bank Line (India) Ltd. vs. Their workmen (II Labour Law Journal 1952 p. 470). The findings arrived at by the learned Tribunal in that case are as follows:

"... The body of persons from which tally clerks were selected and appointed by the company was a floating body, the precise number and the personnel of which was not known to the company. It maintained no register or list. It had the option of selecting the personnel of tally clerks and selected whomsoever it chose from that body when occasion arose by the arrival of its vessels in port. Persons following the profession of tally clerks, which in other words means persons who knew the work of tallying, could accept employment under other companies and under stevedores engaged in clearing the cargo from any vessel. The Company could not compel any person of that undefined group to accept tallying job under it even when that person was unoccupied, nor could a particular person of that group force himself upon the company when any of its ships was in port. In these circumstances, no warranty of service or lien can be implied."

18. The terms and conditions of service of the employees with whom we are concerned in this reference are different from those of the tally clerks in the Bank Line (India) Ltd. The Company framed certain rules and laid down conditions of employment of its staff in the Cargo Department in 1947 (Ex. B-12). These rules and conditions were revised in 1949 and again in 1950. The rules (Ex. B12) show that only men of approved education were accepted as candidates to serve in the existing vacancies. They were engaged on probation for a period of one month after which they were subjected to the test of an examination. The names of those who were approved after such test were placed on the books as daily rated employees. They were paid a fixed wage for day or night and also a messing allowance and dearness allowance. The candidates were paid a lesser wage during their period of probation of one month. The daily rated clerks were promoted as permanent staff within about four years if their work was considered satisfactory and their attendance regular. They were also paid wages for overtime work. Regular attendance by them was necessary. Their names were entered on the muster roll and they had to get their attendance marked once in the morning and those that did find employment in the morning had to attend again in the afternoon. If they wanted to absent themselves they had to obtain leave although such leave was always without pay. Irregular attendance or absence marked in the muster roll would disentitle them to continue in service. As they had to attend the Docks both in the morning and in the evening to have their presence marked and they could not remain absent without leave, it was impossible for them to accept employment elsewhere so long as their names stood on the musters of the Company. The service put in as a daily rated clerk is, according to the Union, counted for pension. It is on record that the Company used to lend the services of its staff in the Cargo Department to other Companies for payment. It is clear therefore that these employees have some sort of warranty of service or lien on their jobs. The Company could not throw them out at their sweet will and pleasure. If the Company has a legal or equitable claim to enforce its conditions of service on the workers the latter have an equal claim to see that they are not thrown out of employment at the will and pleasure of the Company. If the workers are under a liability or owe a duty to the Company, there is a corresponding obligation on the Company to see that it does not interfere with the service conditions except on grounds which justify such action.

19. Now let us see if the Company was justified in refusing to continue to employ the four persons named in demand No. 3. Admittedly, they were the office bearers of the newly formed Union. Mr. A. Abraham was its General Secretary, Mr. S. K. Hussein, its Joint Secretary, Mr. N. V. Kondekar its Treasurer and Mr. L. P. Fernandez, a Member of the Managing Committee of the Union. The Company alleges that these four workmen had been orally warned individually for their conduct during the period of their service that their work was not satisfactory. The Company has adduced no evidence in support of this contention. One of the conditions of service of such employees was that if any of them was found inefficient or irregular in attendance, etc., it was open to the Cargo Superintendent at his discretion to "terminate his services" without giving any reason therefor (Ex. B-12). The fact therefore that the four employees had been continued in employment till the 30th September, 1949 clearly goes to show that there was nothing to find fault with their work or conduct.

20. It is alleged that during approximately one month prior to the termination of service of the four employees there was a definite deterioration in their conduct and their attitude was insolent. This contention is not borne out by the record. The Company says that on the 29th September, 1949 the four workmen distributed handbills canvassing membership for the Union while on duty in the Dock area. There is no evidence to support this allegation either. The handbill (Ex. B-1) signed by the four workmen has been produced in this case. It was issued on the 16th September and, according to the Union, it was distributed on the 17th September. The handbill refers to a meeting which was to be held on the 21st September. If so, it is impossible to believe that the handbills were distributed on the 29th September as alleged by the Company. It appears that Mr. Abraham, Mr. Hussein and Mr. Kondekar were not employed by the Company either on the 17th or the 29th September for day or night work. Mr. Fernandez was not employed for day work on the 17th September but was employed for work on the night of that day. It is not the Company's allegation that the handbill was distributed on the night of the 17th September. He was not employed on the 29th September either during day or night (Ex. B-8). Assuming that the four employees distributed handbills on the 29th September it cannot be said that they distributed handbills while on duty. The handbill only asked workers to enlist themselves as members of the Union and to attend the meeting. Even if the four employees were guilty of misconduct as alleged by the Company the principles of natural justice required it, in the absence of standing orders to frame a charge against each of them and hold a formal inquiry. No such inquiry was held and no explanation was called for from them. It was on the 30th September that the Union had submitted its charter of demands to the Company. It was on the same day that the services of the four workmen, who were the office bearers of the Union, were dispensed with. I have no doubt therefore that the action taken by the Company against these four workmen was with a view to victimise them for their trade union activities. I should therefore order their reinstatement.

21. I have already dealt with the general grounds urged by the Company for terminating the services of the remaining 135 workmen, namely, that they were daily rated workmen whose services could be dispensed with at the end of each day. The other ground urged by the Company in support of its action in discontinuing the services of the 135 workmen is the policy of decasualisation of labour adopted by it. It states that while discontinuing the services of 135 workmen it absorbed 127 daily rated employees as permanent workmen and this is a distinct benefit given to the daily rated staff.

22. The Company put up a notice on the 4th November 1949 that is from the 5th November the services of all daily paid "extra" men would no longer be required. The notice stated that in view of the decline in the imports and exports the Company had devised a method of employing its dock staff. The Company has not pleaded in its written statement that there was any decline in its imports and exports. While absorbing 127 out of the whole lot of daily rated staff it followed no principle. It was not by following the principle of "last come, first go", that the employment of 135 men was discontinued. Mr. Khambatta contended that the Company was not bound to act on the above principle because it had perforce to discard men who were inefficient or unfit to continue in service. But as I have already pointed out one of the conditions of service of the daily rated staff was that if they were found to be inefficient or their work was found to be unsatisfactory their services could be dispensed with by the Cargo Superintendent without assigning any reasons. If all the 135 men were continued in the employ of the Company till the 4th November, 1949 it must be held that none of them was found to be inefficient or unfit for work. If so, the only appropriate rule to follow was to act on the principle "last in, first out". There is no evidence that the junior men retained in service were in any way better qualified to be retained in service.

23. The Union attributes *mala fides* to the Company in the action taken by it in discontinuing to employ 135 workmen with effect from the 5th November, 1949. It states that not only the principle of seniority was not observed in the matter of discontinuance of service but there was no necessity to dispense with the services of as many as 135 workmen. It has produced evidence to show that even after it dispensed with the services of these workmen it had to ask its workmen to work overtime (see Ex. B-11). No reserve pool of daily rated workers was created for emergency employment after the services of 135 workmen had been dispensed with. The Union has alleged that soon after the Company got scent of the Union being formed by the employees in August 1949 it began to recruit new workmen and armed itself against the activities of the Union.

24. The Union submitted its demands to the Company by its letter dated the 30th September, 1949 and from the papers in the conciliation proceedings it appears that the Conciliator had discussions in regard to the demand both with the Company and the Union on the 4th as well as the 10th November, 1949. It was during the pendency of the conciliation proceedings that the Company dispensed with the services of 135 workmen. No necessity for the action taken by the Company at the particular juncture is proved. The action taken by the Company in dispensing with the services of 135 workmen does not appear to me to be *bona fide* although that action was taken on the plea that it was going to introduce decasualisation in its staff in the Cargo Department.

25. Out of the 135 workmen discharged from the 5th November, 1949 seven were taken back into service in the month of April 1952. Even while taking them back the Company did not go strictly according to seniority. They left out some men who were senior to those reinstated (Ex. B-7).

26. Out of the workmen to whom employment was refused with effect from the 5th November, 1949 there are some who have put in a service of one year and some more than two years. As the Company has made all the workmen it retained permanent I do not think that I should order reinstatement of the remaining 127 workmen. Compensation would be an adequate relief to these workmen.

27. Mr. Khambatta contended that the Union has only asked for reinstatement of these workmen in demand No. 4 and therefore it would be outside the purview of my jurisdiction to order payment of compensation. But in the demand submitted to the Company on the 7th December, 1950, the Union had asked for reinstatement and compensation for the workmen under consideration. In its statement of claim put in in these proceedings the Union has asked for both these reliefs. The fact therefore that the demand as referred to in the schedule annexed to the order of reference mentions only reinstatement will not deprive me of my jurisdiction to award compensation. Under section 10(4) of the Industrial Disputes Act when a point is referred to a Tribunal for adjudication it is open to it to adjudicate upon matters which are incidental thereto. Compensation, in my opinion, is a matter incidental to discharge or dismissal of an employee.

28. In view of the fact that the discharged workmen could not expect continuous employment 10 days' wages including dearness allowance by way of compensation for each year of service should, in my opinion, be sufficient. I therefore give the following directions:

- (1) The four workmen named in demand No. 3 shall be reinstated forthwith and they shall be ranked among the permanent workmen according to their seniority or standing.
- (2) They shall be paid compensation equal to 13 days' wages including dearness allowance on account of their enforced unemployment.
- (3) The Company shall pay compensation at the rate of 10 days' wages including dearness allowance for each year of service to the 127 workmen who were thrown out of employment on the 5th November 1949.
- (4) Compensation equal to 13 days' wages shall be paid to the seven working reinstated in April 1952.
- (5) Out of the 127 workmen who have not yet been re-employed the Company shall employ forthwith as many of them as there are vacancies at present and shall continue to absorb them as vacancies occur, according to seniority. Compensation payable on the above scale to workmen who could be immediately absorbed shall not exceed in all 20 days' wages (including dearness allowance).
- (6) The workmen thus re-employed according to the above direction shall take their rank in the cadre of permanent workmen according to the date of their re-employment or absorption.
- (7) Service of six months or more shall be counted as service of one year for the purpose of compensation.
- (8) Payment in accordance with the above directions shall be made within one month from the date this award becomes enforceable.

DEMAND No. 3.

"Pension of the employees".

29. The Company introduced a scheme of pension for its permanent employees of all grades in the Cargo Department in 1947. The conditions of this scheme were as follows:

20 to 25 years.....1/3rd	} of the last month's salary.
25 to 30 years.....1/2	
30 years and upwards...2/3rds	
Subject to a maximum of Rs. 150.	

The question of granting pension or gratuity to employees under 20 years' service as also the question of granting pension to the widows of deceased employees were under consideration of the Managing Agents when the above scheme was introduced. The Company introduced the scheme of pension and gratuity for employees of less than 20 years' service as also a scheme of pension to widows of deceased employees, in 1949. The 1949 scheme retained the same scale of pension for the employees as the 1947 scheme. The improvement made in the latter scheme was to grant pension to the widow or the minor children, as the case may be, if an employee died in service after putting in a service of 20 or more years. The scheme also provided different scales of pension to the widow of an employee who died within and after 5 years from the date of retirement. It also made provision for gratuity to those who voluntarily left the Company's service after putting in less than 20 years' service and pension to the widows of those who died while in service but after putting in less than 20 years' service.

30. The Company introduced a revised scheme of pension and gratuity in the year 1950. This scheme changed the scale of pension adopted in the two earlier schemes. It provided that pension at the rate of 15/60ths of the salary last drawn would be admissible after 15 years' service and that there would be a rise by 1/60th of the salary for each year of service amounting in the maximum to 30/60ths of the salary after a service of 30 years or more. Right was reserved to the Company to compulsorily retire an employee on completion of 30 years of service: A similar option or right was given to the employee to retire after completion of 30 years of service. The scheme with regard to grant of pension to widows and minor children as well as the scheme of gratuity payable to the employees who had put in a short term of service remained the same with this difference that wherever the minimum period of 20 years of service was required, 15 years service was substituted. It is the last scheme which is now in operation in the Company. The Union has taken serious objection to this scheme as it has adversely affected them. They therefore have proposed the following modification in the scheme:

"Pension after 15 years should be paid at the rate of 15/45ths of the salary last drawn rising each year by 1/45th to the maximum of 30/45ths after completion of 30 years service."

31. Mr. Khambatta has contended that it is not within my jurisdiction to interfere with or revise the scheme because the demand as framed does not warrant any such interference or revision. No doubt the demand as framed does not convey any idea as to what the employees want but the Union has made it clear in its statement of claim as to what its demand is. The demand as submitted by the Union to the Company did suggest the revision as put forth in the statement of claim and the demand in the same form was sent to the Conciliator and conciliation proceedings were held on that basis. The Company cannot therefore contend that the Union has sprung a surprise on it by putting forth a demand in the form in which it is presented in the statement of claim.

32. The Labour Appellate Tribunal went to the length of holding that section 10 of the Industrial Disputes Act does not require that the particular dispute should be mentioned in the order of reference but it is sufficient if the existence of a dispute and the fact that the dispute is referred to a Tribunal are clear from the order. (See Karamchand Thapar and Brothers Ltd. vs. Their clerical employees—1952-53 Indian Factories Journal, Vol. IV p. 385, see also the decision of the Supreme Court in the State of Madras vs. C. P. Sarathy, 1 Labour Law Journal 1953 p. 174). I cannot therefore accept the contention advanced by Mr. Khambatta.

33. If we carefully compare the provisions of the pension scheme of 1949 with the Company's latest scheme introduced in the year 1950 we will find that only the employees who put in a service of 15 to 20 years got the benefit of the pension instead of gratuity under the later scheme. But the scheme adversely affected to a considerable extent the employees who put in a service of 20 years or more. Whereas under the scheme of 1949 the maximum scale of pension was 2/3rds of the last salary drawn by an employee who had put in a service of 30 years or

more, the maximum under the revised scheme was only 30/60ths, that is 1/2, of the last salary drawn by such employee. It is true there was a maximum limit of Rs. 150 under the 1949 scheme and this limit was removed in the later scheme but that would benefit only those employees who draw a salary of more than Rs. 300 per month. Experience shows that a large majority of the employees retire after putting a service of 20 years or 30 years and very few under the Company were entitled to a salary of more than Rs. 300 per month, and this class of employees is in a position to save something or to make a provision for their old age or widows on account of the fairly high wages which they draw. I am of the view that the 1950 scheme, instead of being an improvement on the scheme of 1949, was a retrograde scheme and adversely affected the employees in their pension. The Company has only one retirement benefit and that is pension. The gratuity scheme is intended as a substitute for pension only to those who put in a service of less than 15 years. It is my view that the Company took more than what it gave under its latest scheme and I think that it needs revision to some extent. I would, therefore, modify the 1950 scheme of pension as follows:—

15 to 20 years.	.. 1/4th.	} of the last salary drawn by the employee concerned.
20 to 25 years.	.. 1/3rds.	
25 to 30 years.	.. 1/2nd.	
30 and upwards.	.. 2/3rd.	

subject to a maximum of Rs. 150.

There shall be no change in the terms and conditions of pension laid down by the 1950 scheme except to the extent mentioned above.

DEMAND No. 1.

"Payment of bonus to the employees for the year 1949-50 and 1950-51."

34. The Union states that the Company has made "adequate profits" during the two years in question and that it has no doubt that the Company is in a position to pay bonus equal to 3 months' basic salary of the employees during each of the two years. The Company has denied that it made huge profits during the two years as alleged by the Union. It states that it suffered extraordinarily heavy losses due to enemy action during the war period and that it lost as many as 51 ships out of a fleet of 103 ships. Replacements, according to the Company, have not yet been fully carried out and the cost of building ships has increased more than double since 1946. The Company, therefore, contends that a heavy charge for replacement is essential and cannot be postponed to a later date.

35. In regard to the demand for bonus made by the Union the Company submits that the Cargo Department at Bombay does not contribute to the earning of profits and that it is not even remotely connected with such earning. The Company states further that if allocations for prior charges such as depreciation, replacement, etc., are made it will be found that there is no surplus from which the employees concerned in this reference can claim a bonus. It has pointed out that its pay scales are most generous and the highest in Bombay for the particular kind of employees or the workers concerned. The Company has paid, it is stated, dividend during all these years at not more than 6 per cent.

36. In the course of hearing Mr. Ayyangar who appeared on behalf of the Union gave up its claim for bonus for the year 1949-50. The question that poses itself for consideration is on what basis calculations for purposes of bonus should be made, whether they should be made on the basis of the consolidated balance sheet and profit and loss account of the Company as a whole including its branches in the different parts of the world, or whether they should be made on the profit and loss position of the Company for the whole of India or whether they should be made on the basis of the earnings of the Company at the port of Bombay and the expenditure incurred in connection with its business in that port. The question is not easy of solution. In the present reference we are concerned with a claim for bonus made by the employees of the Company only in the Cargo Department at Bombay. The Company maintains not only a Cargo Department but also a crew and other Departments. I have already referred to the nature of work done by the Tally staff in the Cargo Department. The freight levied by the Company for cargo imported and exported through its Bombay agents cannot be a safe or sure basis to determine the quantum of bonus payable

to the workmen concerned although its relation to the total turnover of the Company may afford some indication as to the amount of bonus payable to the workmen because a major portion of freight is intended for its transport by the Company's ships for which the services of the crew and other employees of the Company are required. The contribution of labour made by the Tally staff to the earning of freight income is only a fractional share of the total labour output required for the purpose. Even in the process of loading and unloading of cargo the actual manual labour required for handling it, according to the Company, is supplied by contractors. Sometimes freight for cargo imported here is paid in foreign ports and freight for cargo exported from here is also paid in such ports.

37. The Company has produced certain statements (with Ex. A-8) to show that the total amount of its receipts in the Cargo Department in Bombay was less than the total of all the items of expenditure in the said Department in the year 1950-51 and therefore, there was a deficit balance in the working of that Department. It is not permissible for me to refer to the figures of credits and debits given in these statements as the Company wants me to treat them as confidential under section 21 of the Industrial Disputes Act. But it is clear from the statements that on the credit side the Company has taken into account only the money paid to them by the P. & O. Company, Messrs. Mackinnon and Mackenzie and Company on account of wages of workmen lent to them and certain contribution levied from them. They do not however include on the credit side the value of services rendered by the staff of the Cargo Department to the Company (B.I.S.N.) itself or the money value of contribution of labour made by the Cargo Department staff of the Company to the earning of freight. It cannot, therefore, be said that the Company's Cargo Department in Bombay is working at a loss. The amount of freight recovered by the Company on account of goods imported and exported through its Bombay agents runs into a figure of eight digits.

38. The Company is admittedly incorporated in Great Britain under the English Companies' Act and its Head Office is in London. It is in England that the Company has invested its capital and it is there that it has its fixed block. It has no separate capital invested in India for purposes of its business. The amount required to be written off on account of depreciation and the amount required for rehabilitation and replacement of its fixed block are debited to the Company's account in England. The earnings from its different branches as well as from its business carried on through its agents in the different ports of the world are taken to a common pool and shown in the consolidated accounts of the Company in London. Its profit and loss position is ascertained after pooling all such income. The Company has no separate existence in India, although India is included in the sphere of its business. It is clear, therefore, that it is only from the profit or loss position of the Company as a whole as incorporated in Great Britain that the quantum of bonus payable to the workmen concerned in this reference can be determined. It is true that the contribution of labour made by the Tally staff of the Company's Cargo Department in Bombay is, as I have already said, a fractional share of the total labour output required for earning its income but the quantum of labour put in by the different sections of an industrial concern does not always bear a strict or a definite proportion to the quantum of bonus payable to them.

39. The Company has produced its statement of accounts under a seal of confidence. I am, therefore, precluded from discussing in this award the figures given therein. Its profit and loss account includes the account of its subsidiaries. No separate profit and loss account of the Company alone is produced. The Company states that no further information than what has been contained in the documents produced in these proceedings is available and, therefore, its profit and loss account and its wage bill for its employees in all the ports in which it has business connections have not been made available to me. On account of the non-production of these material documents and on account of the seal of confidence imposed on the accounts produced by it, I have been placed under some handicap in discussing the issue as to bonus.

40. The statement of accounts (Ex. A-2) gives the operating profits of the Company and its subsidiaries at page 6 and the profit available for distribution after making the necessary deductions is shown at page 7. The profit available for distribution is arrived at after making the necessary deductions from the operating profits on account of depreciation (including initial depreciation) taxation, replacement of ships, net profit of the Group attributable to the British India Company, net transfers to or from reserves and unappropriated profits of subsidiaries attributable to the British India Company and also after deducting a certain amount applied in writing down the book value of British Government Securities and transfer of a certain amount to the Pension Fund Reserve. The amounts deducted on account of the fall in the market value of the British Government Securities as well as the amount transferred to the Pension Fund Reserve

are fairly large. I do not think that for the purpose of calculating bonus the dividend earned by the Company on its investment in Government Securities could be added to the profits earned by the Company. If so, it follows that no deductions could be made from its profits on account of the fall in the value of its Securities in making calculations for the same purpose. It is a question whether a huge sum could be transferred to the Pension Fund Reserve in one particular year without spreading it over a period of years.

41. The Company has stated in its written statement that as many as 31 out of a total fleet of 103 ships were destroyed by enemy action and it has to replace its lost ships at very heavy cost. The information supplied to the Union by the British Information Services states that the Company has built 38 ships and has bought 5 after the war. Mr. Ayyangar contends for the Union that Government is bound to pay compensation to the Company for the ships destroyed by enemy action, or else, transfer to it the ships it seized from the enemy. Loss of ships means to the Company destruction of a part of its fixed block and it can be replaced only by spending from its capital reserves and not from its profits. The Company has huge replacement reserves and bills payable on account of capital expenditure on new ships are shown under liabilities in the balance sheet.

42. The Union has worked out from the statement of accounts produced by the Company the quantum of bonus which could be paid to the workmen concerned in this reference and shown that a bonus equivalent to their 3 months' basic wages is neither an unreasonable nor too heavy a burden. It has made allocations for all the prior charges allowed by the Labour Appellate Tribunal and shown that even after making those allocations a fairly large amount is left as surplus. As the monthly wage bill of all the employees of the Company is not known it is difficult to determine what exact amount should be paid as bonus to the workmen concerned in this reference. But it is important to remember that according to the Union the monthly wage bill of the employees at whose instance the present reference is made is only Rs. 35,000. If so, it should not be difficult for the Company to pay a bonus equivalent to one month's basic wages of the employees concerned in this reference. Messrs. Killick Nixon and Company, which is a much smaller concern than the present has entered into a settlement with the Union representing its Tally Clerks and Allied Staff to pay bonus equal to one month's (26 working days) basic wages at the rate of Rs. 4-6-0 per man per day (Ex. A-7). The Company offered to pay some bonus to the workmen concerned in this reference during the stage of conciliation proceedings but the offer was not accepted by the Union for reasons best known to itself. The Company has withdrawn that offer now and is not willing to pay any bonus. But the profits earned by it during the year 1950-51 does justify, to my mind, the grant of a bonus equal to 26 working days' basic wages of each employee.

43. It was strenuously urged on behalf of the Company that in the absence of indication as to how much profit was earned by the Company in the port of Bombay and on account of the difficulty of applying the Labour Appellate Tribunal formula to its earnings through the port of Bombay, regard must be had to the provisions of rule 33 of the Indian Income Tax Rules, 1922. That rule lays down that in any case in which the Income Tax Officer cannot determine the exact amount of profit earned in India by a person who resides out of such territory he may, for purposes of assessment of income-tax, calculate the profits on such percentage of turnover as he may deem reasonable or he may assess the tax on an amount which bears the same proportion to the total profits of the business of such person as the receipts so accruing or arising bear to the total receipts of the business or in such other manner as the Income Tax Officer may deem suitable. The Company has filed copies of income-tax returns submitted by it for the years 1949-50 and 1950-51 in accordance with that rule. These returns show losses as having been incurred in both the years. The returns are prepared in accordance with a "ratio certificate" issued by the U. K. Income-tax authorities. Ex. A-11 is such a certificate issued on the 10th November, 1952. It gives the ratio of profits to the gross shipping earnings of the Company's whole fleet for the year ended 30th September, 1951, the ratio of the allowance for wear and tear of machinery, the ratio of initial allowance to the gross shipping earnings and the ratio of the balancing charge in respect of the sale of machinery to the gross shipping earnings of the Company. Ex. A-10 is a copy of the assessment order by the Indian Income-tax authorities for the year ended 30th September, 1949 which shows that a certain amount was ordered to be refunded to the Company on account of the loss suffered by it. The Company contends that the return prepared by it for the year ended 30th September, 1951 in accordance with the ratio certificate shows loss and, therefore, no bonus could be granted to the employees in answer to their demand for bonus for the year 1950-51.

44. For the purpose of ascertaining the income-tax payable by the Company in India it is necessary for the Company to show what profit it has made in this country. In the absence of evidence as to the quantum of such profits the Income Tax Officer has to proceed under rule 33 to ascertain the tax. To determine what bonus should be awarded to the employees concerned in this reference it is not necessary to determine what profits, under the Income Tax Rules, the Company must be deemed to have made from its business in the port of Bombay if we find that the Company, as a result of all its shipping earnings, has made a profit and such amount of profit leaves a surplus after meeting prior charges. In the case of an industrial concern which has several sections it is neither feasible nor necessary to determine whether a particular section is working at a profit or loss, for the purpose of determining what bonus should be paid to the employees of such a concern. Similarly, it is neither practicable nor necessary to determine the earnings of the Company through its shipping business in Bombay to decide the issue as to bonus. It is also not necessary to determine what quantum of effort or labour its employees have put in in relation to the total earnings of the Company. The grant of bonus does not bear any proportion to the nature of duties or the quantum of labour put by the employees in the different sections of an industrial concern.

45. There is no evidence as to the total turnover of the Company in its shipping business nor any material as to how the percentage of depreciation, etc., in India to the total depreciation, etc., was determined. If the freight recovered in Bombay, which runs into eight digits, is to serve as any indication as to its shipping business here I have no doubt that it justifies the grant of bonus equal to 26 days' basic earnings.

46. The profits of the Company, as its statement of accounts shows, during the year 1950-51 have been more than the profits in the previous year.

47. For the reasons stated above, I direct the Company to pay to the employees concerned in this reference bonus equal to 26 working days' basic earnings of each of the employees during the year 1950-51, within two months of the publication of this award in the Official Gazette, subject to the following conditions:—

- (1) Employees who have been dismissed on account of misconduct causing financial loss to the Company will not be entitled to bonus to the extent of the loss caused.
- (2) Persons who are eligible for bonus but who are not in the service of the Company shall be paid, on their claims being submitted within three months of the publication of this award, within one month of the receipt of the claim provided that no such claim can be enforced within two months of the publication.

(Sd.) S. R. ADWALPULHAR,

(Sd.) S. H. NAIK,
Industrial Tribunal.

For Secretary.

Bombay, 31st December, 1953.

[No. L.R.3(176).]

New Delhi, the 18th January 1954

S.R.O. 329.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the matter of an application under section 33A of the said Act from Shri P. K. Sen Gupta, a workman of Jharia Khas Colliery.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT DHANBAD

APPLICATION No. 347 of 1953

(arising out of Reference No. 6 of 1952)

In the matter of an application U/S 33A of Industrial Disputes Act, 1947

PRESENT

Shri L. P. Dave, B.A., LL.B., Chairman.

PARTIES

P. K. Sen Gupta, Office Clerk, Trigunait Brothers, Jharia Khas Colliery,
P.O. Sijua, Dist. Manbhum, Bihar—Complainant.

Vs.

The Manager, Trigunait Brothers, Jharia Khas Colliery, P.O. Sijua, Dist. Manbhum, Bihar—*Opposite Party*.

APPEARANCES

Shri Lalit Burman, General Secretary, Loyabad Labour Union, P.O. Bansjora, Dist. Manbhum, Bihar—*For the Complainant*.

Shri H. N. Basu (in person), Manager, Jharia Khas Colliery—*Opposite party*.

AWARD

This is a complaint under Section 33A of Industrial Disputes Act.

2. The complainant who was working as an Office Clerk in the Jharia Khas Colliery of the opposite party was dismissed on 21st September 1953. As this order of dismissal was passed without the express permission of the Tribunal during the pendency of Reference No. 6 of 1952 to which the opposite party and their workmen were also parties, the complainant has filed the present application.

3. The opposite party in its written statement has urged that the complainant committed acts amounting to gross insubordination and disorderly and indecent behaviour on 17th September 1953 and thereupon a charge sheet was served on him on 18th September 1953. He gave a reply to it. On an independent enquiry, his explanation was found to be unsatisfactory and the offence was held proved against him, and so, he was dismissed from service. The opposite party therefore urged that the application should be dismissed.

4. It is an admitted fact that the complainant was working as an Office Clerk in the Jharia Khas Colliery of the opposite party. He was served with a charge-sheet on 18th September 1953 in which it was alleged that "he felt abhorrence towards his superior rank and expressed the same in the general office before other staff on 17th September 1953 in the morning." He gave a reply to this charge-sheet on 19th September 1953 denying to have said anything against his superiors and apologising for any remarks which he might have inadvertently made and which might have been taken exception to. On 21st September 1953, he was served with an order dismissing him. This order was passed during the pendency of Reference No. 6 of 1952 which related to a dispute (about paid holidays) between the collieries mentioned therein and their workmen. The colliery of the opposite party was one of the collieries referred to in that reference. In other words, a dispute between the opposite party and their workmen was pending before this Tribunal on 21st September 1953. Under Section 33 of the Industrial Disputes Act, the opposite party had no right to dismiss the complainant without obtaining the express permission of this Tribunal. The opposite party did not obtain any such permission and thus violated the provisions of Section 33 and therefore the complainant has filed the present complaint under Section 33A of the Industrial Disputes Act.

5. As I said above, the complainant was charged, according to the charge sheet served on him, with having felt abhorrence towards his superior rank and expressed the same in the general office before other staff in the morning of 17th September 1953. At the outset, it may be noted that the charge-sheet is vague and does not contain sufficient particulars. It does not specify as to what was meant by the allegation that the complainant "felt abhorrence" and "expressed the same." It does not state as to against whom he felt the said abhorrence. The words "superior rank" are vague. It has now been said that the complainant had used particular words regarding one of the proprietors of the collieries, the manager and the Head Clerk. But so far as the charge sheet is concerned, it did not mention any particulars about the persons towards whom the complainant is said to have "felt abhorrence". The charge sheet did not mention as to what words he had used in expressing abhorrence. Thus, the charge sheet served on him was vague and defective.

6. It may then be noted that in the order of dismissal served on the complainant, the opposite party alleged that he (complainant) had been asked to explain his conduct in the matter of insubordination and calling a bad name against the superior ranks, namely the Manager, Head Clerk and one of the proprietors. The charge sheet had not alleged anything about insubordination. Thus the allegation about insubordination made in the order of dismissal is an after-thought and cannot be believed. It cannot be made a ground for dismissal, as the complainant had not been given any opportunity to give any explanation or to defend himself about it. The management cannot make out a new case in the order of dismissal. They can rely only on the allegations made in the charge sheet.

7. The allegation in the charge sheet is that the complainant felt abhorrence towards his superior rank and expressed the same in the office. The case of the opposite party is that on 17th September 1953 the complainant went to the general office and told the Cashier (Mr. K. D. Ghosh) that the manager, the proprietor and the Head Clerk were "buddhus" (fools) and did not know anything, and that he repeated this statement several times. In support of this allegation, the opposite party have examined the Cashier K. D. Ghosh Exhibit 11 and a despatch clerk, B. K. Sarkar Exhibit 13. They have also examined one Mukund Murari Rai Exhibit 9, who is a coal cutting machine contractor in the colliery and he is said to have been present when the incident took place. The management further rely on letter Exhibit 10 written by Mukund Murari Rai on 18th September 1953 and the statements Exhibits 12 and 14 of Messrs. K. D. Ghosh and B. K. Sarkar respectively.

8. At the outset, it may be noted that in the charge sheet served on the complainant, it was alleged that he had expressed the abhorrence in the general office before other staff in the morning of 17th September 1953. In other words, it did not mention or suggest that anyone other than the members of the staff was present at the time. Mr. Mukund Murari Rai is not a member of the staff and his presence was not alleged in the charge sheet. It is important to note in this connection that it is this Mukund Murari Rai who is alleged to be the first person, who is said to have given information about the incident to the manager and who is said to have written the letter Exhibit 10 to the manager about it. The complainant is said to have addressed the above words to the cashier Mr. Ghosh and yet strangely enough neither Mr. Ghosh nor the despatch clerk Mr. Sarkar took any action in the matter. Actually Mr. Sarkar has said that he thought that it was not a serious matter and that is why he did not report the facts to the manager or to the Head Clerk or to anyone else. What appears to have happened is that the complainant may have used some words criticising the manager or the proprietor or both and when the manager learned about it, he thought that it was a good opportunity of taking action against the complainant. It appears that at about this time there were some disputes between the management and the workmen and some conciliation proceedings were going on. One or two other workmen were also dismissed by the management at about this time. Probably the complainant must have incurred the displeasure of the management and that is why the management thought it fit to take advantage of the above incident and to exaggerate it to take action against the complainant.

9. The evidence of Messrs. Mukund Murari Rai, K. D. Ghosh and B. K. Sarkar is conflicting on certain points. Mr. Mukund Murari Rai says that the complainant went to the office and sat opposite to Mr. Ghosh and began to talk with him. After some time, he (Mukund Murari Rai) heard him (complainant) speaking about Charu (who is one of the proprietors) calling him (the proprietor) a fool. Mr. Mukund Murari Rai further says that the complainant spoke like this two or three times. Mr. Rai asked the complainant what he was speaking and thereupon the complainant is alleged to have said that Charu was a fool and that the manager was also a fool and the Head Clerk was also a fool. Thereupon Mr. Mukund Murari Rai is said to have told the complainant that he would make a complaint about this to the management and the complainant said that he could do so. Mr. Mukund Murari Rai has then said that neither Mr. Ghosh nor Mr. Sarkar asked the complainant not to speak as above. Mr. Ghosh, on the other hand, has said that the complainant went to him with some papers and told him that the manager, the proprietor, and the Head Clerk were asking him to do certain things and that all of them were fools and did not know anything. He has further said that the complainant repeated this several times and Ghosh told him that he should not speak like this regarding his superiors. Thereupon the complainant became quiet, sat there for a few minutes and went away. Mr. Ghosh did not remember whether Mr. Rai or Mr. Sarkar told anything to the complainant nor did he remember why Mr. Rai had gone to the office that day. Mr. B. K. Sarkar has stated that the complainant went there with a small piece of paper and went near Mr. Ghosh and stood in front of him and told him that from the very beginning he had instructed the three chaps namely, the Head Clerk, the Manager and one of the proprietors, about the matter but they did not care about it and that they knew nothing and were fools. He has further said that he heard the complainant speaking like this only once. He then said that as he was busy with his work, he did not know when the complainant left or as to when Mr. Mukund Murari Rai has left. Thus there are important contradictions in the statements of these witnesses.

10. So far as Mr. Rai is concerned, I am doubtful about his presence in the office. As I said above, his presence has not been alleged in the charge sheet. It is alleged that he had gone to the office to consult the surveyor but admittedly the

surveyor was not there and still Rai is said to have sat there for some time. Then again, though it was no business of his, it was he who reported the matter to the manager and gave letter Exhibit 10 to him. Though the words were actually addressed to Mr. Ghosh he (Ghosh) took no action in the matter. Ghosh says that the complainant had gone there to consult him but curiously, he did not give him any advice.

11. It has been said that there was evidence before the management, namely the statements Exhibits 10, 12 and 14, from which it was possible for the management to hold the charge proved. I am however not satisfied that the statements Exhibits 12 and 14 were taken as alleged. It has been said that when Mr. Rai gave the letter Exhibit 10 to the management, the complainant was served with a charge sheet on 18th September 1953. He said to have replied it on 19th September 1953 and thereafter the statements Exhibits 12 and 14 are said to have been recorded on 20th September 1953. Recording of these statements on 20th September 1953 is doubtful and even if recorded as alleged, it would not constitute holding of an inquiry.

12. Mr. Ghosh says that he was called by the Head Clerk on 18th and given a written order to give his statement. He further says that he was busy on that day and also the next day and that is why he gave his statement Exhibit 12 to the Head Clerk on 20th September 1953. It may be noted at this stage that in this statement Mr. Ghosh has not alleged that the complainant used any bad words regarding the Head Clerk. When questioned about it, Mr. Ghosh was unable to give any explanation about the omission. Mr. Sarkar has said that the Head Clerk called him in his office on 20th and orally told him to give his statement in writing. Thereupon Sarkar went back to his office, wrote out Exhibit 14 and handed over to the Head Clerk.

13. It may be remembered that 20th September 1953 was a Sunday and neither Mr. Ghosh nor Mr. Sarkar was supposed to have attended office on that day. Mr. Ghosh however says that he had gone there to clear some arrears of work. Mr. Sarkar has said that he had to attend office on all Sundays for about two to three hours for doing important work and that the clerks were paid nothing for working on Sundays. I am doubtful whether these two persons attended office on 20th, showing that the statements Exhibit 12 and 14 must not have been given by them on 20th as alleged.

14. It may then be noted that while Mr. Ghosh was called by Head Clerk on 18th and given a written order to give his statement in writing, Mr. Sarkar was not called at all till 20th and on that day he was orally told to give a statement in writing. I called upon Mr. Ghosh to produce the written order given to him about his giving his statement in writing and I also called upon the management to produce an office copy thereof. These have been produced at Exhibits 16 and 17 respectively. Both these letters are carbon copies of the letter Exhibit 10 said to have been written by Mr. Mukund Murari Rai to the management about the incident. So far as the letter Exhibit 10 is concerned, it bears an endorsement by the manager addressed to the Head Clerk and the Store Keeper to enquire in the matter and to report. It further bears another endorsement (which is not signed), addressed to K. D. Ghosh and B. K. Sarkar to report upon the matter stated above. The office copy Exhibit 16 bears an endorsement "to K. D. Ghosh and B. K. Sarkar to report upon the matter stated above." The letter Exhibit 17 bears an endorsement "Sri K. D. Ghosh to report what he knows about the above matter." No explanation has been forthcoming as to why a similar letter was not addressed to Mr. B. K. Sarkar or as to why he was not called upon till 20th to give a written statement. In this connection, I may also point out that the letters Exhibits 16 and 17 do not bear any outward number. If the letters had really been addressed to K. D. Ghosh and B. K. Sarkar, they would have been entered in the outward register and would have borne the number thereof. In my opinion, the allegations that Mr. K. D. Ghosh and B. K. Sarkar were asked to give their written statement and they gave their statements Exhibits 12 and 14 on 20th September 1953 cannot be believed. These statements appear to have been prepared for the purpose of showing that there was some evidence before the management to show that the complainant had used bad language about his superiors. I also think that the letter Exhibit 10 must have been got up at a later stage to support the allegations of the management.

15. On the whole, I am not satisfied that the management held any enquiry as alleged. They did not inform the complainant about the holding of the enquiry nor did they give him any opportunity either to cross-examine the witnesses or to examine witnesses in his own defence. As a matter of fact, I do not believe that any statements were recorded by the management on 20th September 1953 as alleged. The order of dismissal was not bonafide. The management wanted to get rid of the complainant and they took advantage of some stray words of

criticism the complainant may have used. As pointed out above, the charge sheet was vague and the complainant had no proper opportunity to explain or deny the specific charge against him. No proper enquiry was held. The action of the management is also not bonafide.

16. The result is that in my opinion, the dismissal of the complainant is not justified. He should therefore be reinstated and paid his back wages and other benefits as if he was in service all along. I pass my award accordingly.

The 7th January, 1954.

(Sd.) L. P. DAVE, *Chairman*,

Central Government's Industrial Tribunal, Dhanbad.

[No. LR.2(365).]

ORDER

New Delhi, the 13th January 1954

S.R.O. 330.—Whereas Davur Industries, Chipping and Painting Contractors, Bombay, and the Bombay Dock Workers' Union have jointly applied to the Central Government for reference of an industrial dispute to a Tribunal in respect of the matters set forth in the said application and reproduced in the Schedule hereto annexed;

And whereas the Central Government is satisfied that the said Union represents a majority of workmen;

Now, therefore, in exercise of the powers conferred by section 7, and sub-section (2) of section 10, of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri S. H. Naik, Member, Industrial Court, Bombay, shall be the sole Member and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

Specific matters in dispute

Whether the Memorandum of Settlement arrived at at Bombay on 30th May 1953, between the Chipping and Painting Contractors and the Bombay Dock Workers' Union, be extended to Davur Industries as a whole or with the exception of clauses 25 and 26 thereof as contended by Davur Industries.

[No. LR-3(2)/54.]

P. S. EASWARAN, Under Secy.

New Delhi, the 19th January 1954

S.R.O. 331.—In pursuance of section 8 of the Employees' State Insurance Act, 1948 (XXXIV of 1948), and in supersession of the notification of the Government of India in the Ministry of Labour No. SS.121(51), dated the 7th July, 1951, the Central Government hereby constitutes the Standing Committee of the Employees' State Insurance Corporation consisting of the following members, namely:—

Chairman

[Nominated by the Central Government under clause (a) of Section 8]

- (1) Shri K. N. Subramanian, I.C.S., Joint Secretary to the Government of India, Ministry of Labour.

Members

[Nominated by the Central Government under clause (b) of Section 8]

- (2) Lt. Col. C. K. Lakshmanan, Director General of Health Services.
- (3) Shri R. Narayanaswamy, Joint Secretary to the Government of India, Ministry of Finance (Rehabilitation Division).
- (4) Shri S. Neelakantam, Deputy Secretary to the Government of India, Ministry of Labour.

[Members of the Corporation representing three State Governments under clause (bb) of Section 8]

- (5) The member of the Corporation representing the Government of Bombay.
- (6) The member of the Corporation representing the Government of Uttar Pradesh.
- (7) The member of the Corporation representing the Government of West Bengal.

[Elected by the Corporation under sub-clause (ii) of clause (c) of Section 8]

- (8) Shri Madanmohan Mangaldas, Mangal Bagh, Ellis Bridge, Ahmedabad.
- (9) Shri K. N. Modi, C/o Modi Spinning & Weaving Mills Ltd., Modinagar, Meerut.

[Elected by the Corporation under sub-clause (iii) of clause (c) of Section 8]

- (10) Shri Somnath P. Dave, M.P., Secretary, Textile Labour Association, Gandhi Mazdoor Sevalaya, Bhadra, Ahmedabad.
- (11) Shri V. B. Karnik, Ratilal Mansion, Parekh Street, Girgaum, Bombay—4.

[Elected by the Corporation under sub-clause (iv) of clause (c) of Section 8]

- (12) Dr. V. D. Sathaye, 502, Narayan Peth, Poona—2.

[Elected by the Corporation under sub-clause (v) of clause (c) of Section 8]

- (13) Shri Khandubhai K. Desai.

[No. SS.121(75).]

S. NEELAKANTAM, Dy. Secy.

